

## Agreement

This agreement, executed this 25th day of August, 2020, by and between the Rector and Visitors of the University of Virginia (the “University”) and Oakhurst Inn (the “Hotel”).

## Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Hotel and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

## Witness

*The Purchasing Manual for Institutions of Higher Education and their Vendors* (the “Manual”) specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by *Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008*. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the “goods and Services”) Agreements with local Charlottesville, Virginia vendors. The University and the Hotel wish to express in this Agreement the specific basis on which the Hotel will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Agreement:

- A. Agreement Attachment 1, Contractual Provisions;
- B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. The services provided by the Hotel will include, but not be limited to, the following:

A. General Lodging Services:

- 1. The Property must be in the Charlottesville/Albemarle vicinity
- 2. Accept cancellations for room reservations up until 4 PM on the day of arrival for no charge for all reservations involving nine or less rooms. If reservations are not cancelled by 4 PM, a “no show” charge may be applied for the first nights room and tax.
- 3. Accept reservations associated with any cooperative contracted pricing for which the University may qualify (for example: General Services Administration (“GSA”), Educational and Institutional Cooperative Purchasing (“E&I”), US Communities, etc.)
- 4. Provide internet access, and parking for University booked business.
- 5. Property must provide shuttle service to University of Virginia Grounds, if the property is more than one mile from Central Grounds or the Medical Center.

3. Standard Hotel Rating: The Property must be rated a 3 Diamond AAA property or higher at the time of contract signing, and must maintain this rating throughout the term of the agreement.

A. Conference Services will include:

- 1. Allow for University departments to use the Audio Visual (“AV”) Services of University AV contract vendors. The Hotel will honor the AV pricing detailed in the University’s AV contracts, and will not charge

the University a surcharge or premium for using these University AV contract vendors. For a list of the University AV contract vendors, go to: <http://www.procurement.virginia.edu/pagecontracts&category=Audio-Visual>

2. Maintain compliance with all local, state, and/or federal food sanitation and health requirements. Also obtain all local permits or licenses which are required to conduct a catering/food operation business.

B. Customer Service will include

1. Return phone calls and e mails from the University within three business hours
2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time)
3. Provide an account manager specifically assigned to manage the University's account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.
4. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section J, of any expected, unexpected, planned, or unplanned changes or occurrences to the Hotel's facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.
5. Provide, when required by the Hotel, the University Departments with a simple University Approved Order Confirmation Document for the Hotel ("OCD") to sign (see Attachment 3). During the term of this Agreement, the Hotel agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 3. The OCD form should only be used for group (10 or more people) and/or conference services reservations, not individual or small group reservations (9 or less people).

CI. Technology will

1. Allow for the University to make lodging reservations via a third party booking tool that operates using information pulled from the Global Distribution System ("GDS"). This will ensure that the GDS tool functions correctly, with up to date accurate reservation information, the Hotel will ensure all availability is in the GDS with live content and pricing.

CII. Fees

1. Federal and State per diem rates
  - a. The Hotel will extend Federal and State per diem rates for lodging and catering / conference services with the following restrictions:
    - i. Individuals must present a personal issued federal / state identification upon check-in. For additional clarification, the University of Virginia Faculty / Staff identification cards will be recognized as acceptable state identification and be granted the state per diem rates.
    - ii. These rates do not have last room availability and are subject to an allotment per night.
2. Lodging Rates
  - i. 17% off Best Available Rate ("BAR"). BAR rates can be seen on the Hotel's website and are to be made available until the last room is sold.
  - ii. Sunday-Thursday nights: \$149/night
  - iii. Blackout Dates consist of the following: University Graduation Weekend, Reunions Weekend, Home Football Game weekends
  - iv. At the time of booking, the Hotel will do a price analysis. If 17% off of the BAR being offered on the day of check-in is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. If the hotel is offering a room at a lower rate, the Hotel will complete the reservation at this lower rate. The Hotel guarantees that the 17% University

discount is the highest discount being offered and equates to the lower room rate available. This will be known as the “UVA Lowest Rate Guarantee”

- v. Group Lodging (defined as groups of five rooms or more) will be negotiated per reservation, but at a minimum the University will receive at least the 17% off of BAR. Courtesy room blocks of 10 or more rooms are considered group lodging.

3. Conference Room Rates & Fees

Conference room name	Cost

4. Catering Rates & Fees

- a. The Hotel will honor the current State/Government Per Diem, to be updated as necessary. As of January 2018:

Type of Meal	Cost
Breakfast	\$17.00
Lunch	\$18.00
Dinner	\$31.00

- b. The Hotel will guarantee a price match for conference or catering events when compared to conference and catering serviced provided by other University lodging contract vendors.

5. AV Equipment Rental Fees

LCD Projector and Screen are included in rental fee. Dual Wireless Microphone system \$30.00 per event.

6. Additional service charge fees:

- a. 18% gratuity / service fee for catering, room rental, and AV rental. Special promotions may be sold as inclusive and will not have a separate tax and gratuity fee added.
- b. Current local tax

F. Attrition and Cancellation Terms

1. For transient lodging (defined as being a reservation with 9 or less rooms), please see section 2.A.1
2. For group lodging
  - a. The minimum number of rooms that must be associated with a reservation before attrition or cancellation fees may apply is **10 rooms**.
  - b. All rooms that are proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the Group rate – late reservations, corporate rates, government rates, etc.
  - c. Any pre and/or post nights rooms proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the group rate – late reservations, corporate rates, government rates, etc.
  - d. Any transient University business (defined as being a reservation with 9 or less rooms) occurring within 3 days pre or post of the group lodging shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the group rate – late reservations, corporate rates, government rates, etc.
  - e. The attrition and cancellation fees will only apply if the Hotel is unable to resell the rooms
  - f. Attrition or cancellation invoices will be set after the date of the event
  - g. Calculations and percentages used for lodging attrition fees are as follows

Days before Check-in	Allowable % Attrition	% Charge beyond allowable

		<b>amount</b>
Time of reservation – 15 days	100%	0%
14 – 0 days	50%	100% of quoted room price

h. Calculations and percentages used for lodging cancellation fees are as follows. Cancellation calculations are made after allowable attrition allowances have been applied.

<b>Days before Check-in</b>	<b>% Charged for cancellation of group reservation</b>
Time of reservation – 15 days	No charge
14 – 0 days	100%

3. For Courtesy Blocks

- a. Courtesy block is defined as group lodging (10 or more rooms) held on the behalf of the University with the intent of guests completing reservations on own and with their own payment.
- b. In the event that rooms reserved in a courtesy block are paid for with the University Travel & Expense card, all charges will be counted toward University spend and be subject to the University rebate (see section G.2)
- c. Courtesy Blocks will be subject to the same attrition and cancellation policies as group lodging.
- d. The Hotel agrees to communicate with the University Department holding the courtesy block as attrition deadlines approach. Hotel will communicate at least five (5) days prior to first attrition deadline to confirm whether and when to release any unfilled rooms.

4. For Catering Services:

- a. The cancellation fees will only apply if the Hotel is unable to book another event of at least 75% of the anticipated revenue of the cancelled event.
- b. Attrition or cancellation invoices will be sent after the date of the scheduled event.
- c. Calculations for catering cancellation and attrition fees will be based upon the food and beverage minimum agreed upon in the OCD.
- d. No catering or cancellation penalty will be applied if function is re-booked and actualized within 6 months of the original event date.
- e. Catering attrition and cancellation fees are as follows

<b>Days prior to Event</b>	<b>Allowable Attrition / % Charge beyond allowable amount</b>	<b>Cancellation Percentage Amount Due</b>
Time of Reservation – 4 days	100% / no charge	No charge
3 – 0 days	50% / 100%	100%

f. For conference Services

<b>Days before Event</b>	<b>% Charged for cancellation</b>
Time of reservation – 4 days	No charge
3 – 0 days	50%

Force Mejeure:

Neither Party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no

greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

#### G. Rebates and Certificates

1. The Hotel will rebate the University with 2 complimentary room night certificates each year. The room rebate will be given in the form of room certificates that are good for one night's stay at the Hotel and will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to.
2. The certificates may be sent via e-mail directly to the UCA (see section J) **or** the certificates can be mailed to the University no later than the 30<sup>th</sup> of each January, with the expiration date reading 1 February of the subsequent year (if the certificates are sent on 30 Jan. 2019, the expiration date should read 1 Feb. 2020). The certificates will be sent to:  
Attention: Raegan Harouff  
1001 North Emmet St.  
PO Box 400202  
Charlottesville, VA 22904  
In the event that the certificates are not sent or postmarked by the date specified above (30 January), the hotel agrees to give 1 additional certificate per week of delinquency. Additional certificates should be received at the above address no later than 1 week after the due date. The first week of delinquency will be applied on January 31<sup>st</sup> and in increments of seven days thereafter.
3. The Hotel will pay the University a 5% rebate (the "University rebate"). The rebate will be paid quarterly. The 5% rebate is based upon all University business paid via the Travel & Expense card ("T&E Card") to the Hotel. If property is SWaM certified a 3% rebate or a minimum of \$1,500 will apply. Certification must be maintained throughout the term of the agreement. The University of Virginia's minimum annual rebate is \$2,500 per property/per fiscal year, July 1<sup>st</sup> – June 30<sup>th</sup>, on generated revenue.
4. The Hotel will register and participate in the annual Travel Expo. The hotel will commit to providing a door prize with a minimum of \$100.00 USD value.

#### Ordering and Payment Processes

5. No prepayments or deposits will be required
6. The Hotel will accept the University T&E Card as the method of payment for the Hotel's Goods and Services. At the time of reservation, the Hotel will
  - a. Provide the University with a lodging rate as details in Section E.
  - b. Collect needed guest information
  - c. Collect T&E Card information to be used for payment
  - d. If applicable, the Hotel may also request for the University department to sign the Hotels OCD.
7. At the time of guest check-in, the Hotel may collect from the guest a form of payment to be used for non-allowable charges.
8. If there is a problem with the University's T&E Card on file to be used for payment, the Hotel will not let that disrupt the check-in process. After check-in has been completed the Hotel will contact the University department T&E Card holder and/or the appropriate University's T&E Card Administrator(s) (identified in section J).
9. For clarification, the University T&E Card being used for payment will
  - a. Not match that of the name of the guest checking in
  - b. Will not be present at time of check-in.
  - c. Third party credit card authorization form will not be required
10. At check out, the Hotel will charge University allowed charges to the T&E Card and send an itemized billing summary to the T&E Card holder.



H. Auditing and Quality Control Services will include

1. Hotel may not charge fees higher than those listed in Section E. If during the term of this Agreement it is discovered that the Hotel is charging higher fees than those detailed in this Agreement, then the Hotel will send a check to the University for the amount of
  - a. A University contract compliance audit fee of \$200
  - b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.
2. The Hotel agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to Patrick Wood, Procurement Specialist, [wpw9r@virginia.edu](mailto:wpw9r@virginia.edu), 434-924-3507
3. The Hotel will ensure that only allowable charges are charged to a University T&E Card. Allowable charges are: room and tax only, unless otherwise specified by the cardholder. Any non-business charges (personal nature) such as movies, laundry, spa services, etc. would be classified as non- authorized. The hotel must provide the T&E card holder an invoice at time of checkout detailing all charges to their T&E Card.
4. Hotel will take T&E Card information over the phone or directly through the Hotel's website reservation system, and will not ask for T&E Card numbers to be faxed or e-mailed. Third party credit card authorization form will not be required for T & E card use. Card holders may give permission to the Hotel to keep their T&E card information on file to be used for future reservations. If permission is granted, Hotel will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Hotel will use card information exclusively for the single transaction and then delete the information in a securemanner.

I. Contract Administrators

The individuals named below will serve as the identified Contract Administrators for their respective areas:

University Contract Administrator

("UCA") Raegan Harouff

University Travel Manager

Department of Procurement and Supplier Diversity Services

University of Virginia

Office: 434-924-4354

[Crh7p@virginia.edu](mailto:Crh7p@virginia.edu)

Travel and Expense Card Administrator

Raegan Harouff

Travel and Expense Card Administrator

Department of Procurement and Supplier Diversity Services

University of Virginia

Office: (434) 924 - 4354

[Card@virginia.edu](mailto:Card@virginia.edu)

The Hotel will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Hotel.

**Acceptance**

For the Rector and Visitors of the University of Virginia

Jennifer Glassman

Signature: \_\_\_\_\_

*Jennifer Glassman*

*Director, Procurement and Supplier Diversity Services*

8/27/2020

\_\_\_\_\_  
Date

Oakhurst Inn

Hotel: \_\_\_\_\_

DocuSigned by:

Signature: Bill Chapman  
\_\_\_\_\_

*General Manager*

8/27/2020

\_\_\_\_\_  
Date

Name of Account Manager (Point of Contact)

*Bill Chapman*

Phone Number

4342427901

Email Address

Bill@oakhurstinn.com

**Attachment 1**  
**Contractual**  
**Provisions**

A. Nondiscrimination

During the performance of this Agreement, the Hotel will comply with the contract provisions contained in Section 2.2-4311(1) and (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Hotel represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Hotel's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Hotel deviates from the terms of this Agreement without a written amendment, it does so at its own risk.



E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

Contact information for the University:

John McHugh  
Interim Director of Procurement and Supplier Diversity  
Services University of Virginia  
Carruthers Hall  
1001 N. Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
Fax: (434) 924-6154

If to the Hotel:

F. Independent Contractor

The Hotel is not an employee of the University, but is engaged as an independent contractor. The Hotel will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Hotel's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Hotel to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Hotel will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Hotel, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Hotel agrees to 1) provide a drug-free workplace for the Hotel's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Hotel's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Hotel that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to the Hotel, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

I. Information Technology Access

All electronic and information technology procured through this Agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems

(including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Hotel is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Hotel agrees that it is a registered eVA vendor and subject to an eVA transaction fee, for which the Hotel will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

L. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Hotel's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License# \_\_\_\_\_ Type. \_\_\_\_\_

A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Goods and Services

During the term of this Agreement, the Hotel will provide for the University the goods and services offered to the University in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the Hotel.

N. Waiver

No waiver of any right hereunder will be deemed a continuing waiver and no failure on the part of either party to exercise wholly or in part any right hereunder will prevent a later exercise of such or any other right.

O. Indemnification

The Hotel will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by the Hotel or its agents or subcontractors, including the provision of any services or products. The Hotel warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and hold harmless the University (its employees and agents) from and against any such claim.

P. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

Q. Termination

If the Hotel fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time,

not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Hotel.

R. Non-Appropriation

Funding for any Agreement between the University and the Hotel is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

S. Right of Audit

The University reserves the right to audit or cause to be audited the Hotel's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Hotel will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Hotel perform self-audits within reasonable parameters established by the University.

T. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 2: Procedure for Resolution of Contractual Claims.

U. Insurance

The Hotel must maintain the following insurance requirements. In no event should the Hotel construe these minimum required limits to be their limit of liability to the University. The Hotel will maintain insurance which meets or exceeds the requirement of the University with insurance companies that hold at least an A-financial rating with

A.M. Best Company. Upon request, the Hotel will provide to the University a valid Certificate of Insurance. The University reserves the right to approve any insurance proposed by the Hotel.



- i. Commercial General Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$1,000,000 per occurrence, to include coverage for premises/operations, products/completed operations, contractual, and personal injury. \*See additional insured requirement at the end of this section.
- ii. Automobile Liability Insurance to provide coverage for bodily injury and property damage with a minimum combined single limit of \$500,000 per accident.
- iii. Workers Compensation Insurance to provide coverage in accordance with the Workers Compensation Act of Virginia, to include Employers Liability coverage with minimum limits of \$500,000.
- iv. Property Insurance to provide coverage for all property owned by the University that will be in the firm's care, custody, and control.

\*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents."

V. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by the Hotel.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Hotel, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Hotel will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Hotel will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place their own orders directly with the Hotel and will fully and independently administer their use of this Agreement to include

contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Hotel to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

w. Favored Nations

The Hotel represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the Hotel to any present customer.

X. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Hotel by the University's Director of Procurement and Supplier Diversity Services.

Y. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement and Supplier Diversity Service's web site at: <https://vascupp.org/hem.pdf>

Z. Small, Disadvantaged, Women-owned and Minority (SWAM) Business

Reporting The Hotel will identify and fairly consider small, disadvantaged, woman-owned, and/or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under this Agreement.

The Hotel will submit semi-annual SWAM business reports to the University by

the 8th of January and July. The Hotel will submit the quarterly SWAM business reports to:

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity  
Services E-mail: [ljs8n@virginia.edu](mailto:ljs8n@virginia.edu)

The quarterly SWAM business reports will contain this information:

- SWAM firms' name, address and phone number with which the Hotel has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

AA. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Hotel (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Hotel warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement, and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Hotel or contractor will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

BB. Unauthorized Alien Use.

The Hotel warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal immigration Reform and Control Act of 1986. The Hotel furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

CC. Marketing

The University encourages the Hotel to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Hotel's Goods and Services. However, the Hotel will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Hotel engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

DD. Future Goods and Services

The University reserves the right to have Hotel provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

EE. PCI DSS Compliance

The Hotel may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in this Agreement. The Hotel acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that the Hotel is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS)], a copy of which is available at: [https://www.pcisecuritystandards.org/pdfs/pci\\_dss\\_saq\\_navigating\\_dss.pdf](https://www.pcisecuritystandards.org/pdfs/pci_dss_saq_navigating_dss.pdf). Hotel will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales

slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. Hotel will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those firms required to perform such scans. Hotel further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. Hotel will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands by the ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Hotel's negligence or the breach of any of Hotel's obligations herein.

FF. Red Flags Rule

In accordance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if Hotel's activities under this Agreement make it a "service provider" under the Red Flags Rule, Hotel agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during Hotel's performance of its obligations under this Agreement, and to provide notice to the University any red flags of which it becomes aware.

## **Attachment 2**

### **Procedure for Resolution of Contractual Claims**

The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

- A. The Hotel must provide the written claim to:  
Assistant Director of Procurement and Supplier Diversity Services  
University of Virginia  
100I N. Emmet Street  
P. O. Box 400202  
Charlottesville, Virginia 22904-4202
  
- B. Although the Hotel may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Hotel must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
  
- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Hotel. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Hotel and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Hotel mutually agree.
  
- D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Hotel within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.



E. The Hotel may appeal the decision to:

Director of Procurement and Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Hotel's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Hotel. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Hotel and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Hotel mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Hotel within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

## Certificate Of Completion

Envelope Id: 433DF86E939846658F48F6600AE963CF	Status: Completed
Subject: Please DocuSign: Oakhurst Inn University of Virginia Hotel Agreement 8252020.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patrick Wood
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	100 Phoenix Drive
	Suite 111
	Ann Arbor, MI 48108
	wpw9r@virginia.edu
	IP Address: 128.143.20.253

## Record Tracking

Status: Original	Holder: Patrick Wood	Location: DocuSign
8/25/2020 2:25:27 PM	wpw9r@virginia.edu	

## Signer Events

Signer Events	Signature	Timestamp
John Gerding jeg5y@virginia.edu Assistant Procurement Director University of Virginia - UVA Finance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 128.143.20.253	Sent: 8/25/2020 2:36:27 PM Viewed: 8/25/2020 2:42:32 PM Signed: 8/25/2020 2:42:44 PM

Jennifer Glassman jg3tr@virginia.edu Director, Procurement and Supplier Diversity Services The Rector and Visitors of the University of Virginia Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 75.75.3.234	Sent: 8/25/2020 2:42:45 PM Viewed: 8/27/2020 9:21:58 AM Signed: 8/27/2020 9:22:22 AM
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Bill Chapman bill@oakhurstinn.com OWNER TENTH AND MAIN LLC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/6/2018 10:55:34 AM ID: 9a12abb4-0256-43e9-884b-62f33e490e7b	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.204.167 Signed using mobile	Sent: 8/27/2020 9:22:24 AM Viewed: 8/27/2020 10:25:57 AM Signed: 8/27/2020 10:27:45 AM
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## In Person Signer Events

## Editor Delivery Events

In Person Signer Events	Signature	Timestamp
Patrick Wood wpw9r@virginia.edu University of Virginia - UVAFinance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>VIEWED</b>  Using IP Address:	Sent: 8/27/2020 10:27:47 AM Completed: 8/27/2020 10:36:44 AM

<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	8/27/2020 10:27:47 AM
Signing Complete	Security Checked	8/27/2020 10:36:44 AM
Completed	Security Checked	8/27/2020 10:36:44 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Internet2 OBO University of Virginia - Finance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Internet2 OBO University of Virginia - Finance:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kmd4pj@virginia.edu](mailto:kmd4pj@virginia.edu)

**To advise Internet2 OBO University of Virginia - Finance of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [kmd4pj@virginia.edu](mailto:kmd4pj@virginia.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Internet2 OBO University of Virginia - Finance**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [kmd4pj@virginia.edu](mailto:kmd4pj@virginia.edu) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Internet2 OBO University of Virginia - Finance**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [kmd4pj@virginia.edu](mailto:kmd4pj@virginia.edu) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> </ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Internet2 OBO University of Virginia - Finance as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Internet2 OBO University of Virginia - Finance during the course of my relationship with you.



**Amendment 001**  
**Agreement Between**  
**The Rector and Visitors of the University of Virginia**  
**and**  
**Oakhurst Inn**

The Rector and Visitors of the University of Virginia (the “University”) and Oakhurst Inn (the “Hotel”) are amending the Agreement, whereby “Hotel” is contracted to provide accommodation services to the University.

Agreement Amendments are as follows:

Term Section:

The term of the Agreement is extended until December 31, 2022.

All other terms and conditions of the Agreement will remain in effect.

For the Rector and Visitors of  
the University of Virginia

\_\_\_\_\_  
Alita Salley  
Director, Strategic Sourcing

Date: \_\_\_\_\_

Oakhurst Inn

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Tracking#UVA-AGR-1206

**Amendment 002**  
**Agreement Between**  
**The Rector and Visitors of the University of Virginia**  
**And**  
**Oakhurst Inn**

This Amendment No. 2 (“Amendment No2”) to the Award Agreement dated August 25, 2020, by and between The Rector and Visitors of the University of Virginia (the “University”) and Oakhurst Inn (“Hotel”) is entered into as of March 9, 2022. The University and Hotel are sometimes hereafter referred to individually as a Party or collectively as the Parties.

**BACKGROUND**

- A. The Parties entered into an Award Agreement on August 25, 2020 (the “Agreement”).
- B. The Parties wish to change the rates of the Hotel through December 31, 2022.
- C. The Parties wish to replace Section CII. Fees, 2. Lodging Rates i., ii., iv., & v., excluding Blackout Dates, with the following:
  - December through February: Sunday through Thursday at \$129/night and Friday and Saturday at \$159/night
  - March through November: Sunday through Thursday at \$149/night and Friday and Saturday at \$299/night
  - These rates apply to Regular and Deluxe Guest Rooms, Suites are available at a \$50 per night surcharge.

All other terms and conditions of the Agreement dated August 25, 2020, will remain in effect.

**Acceptance**

**For the Rector and Visitors of  
the University of Virginia**

\_\_\_\_\_  
**Alita Salley**  
**Director, Strategic Sourcing**

**Date:** \_\_\_\_\_

**Tracking#UVA-AGR-1206**

**Oakhurst Inn**

  
\_\_\_\_\_  
**Authorized Representative**

**Date:** 3/11/2022

**Amendment 003**  
**Agreement Between**  
**The Rector and Visitors of the University of Virginia and**  
**Oakhurst Inn**

The Rector and Visitors of the University of Virginia (the "University") and Oakhurst Inn (the "Hotel") are amending the Agreement, whereby "Hotel" is contracted to provide accommodation services to the University.

Agreement Amendments are as follows:

Term Section:

The term of the Agreement is extended until December 31, 2023.

All other terms and conditions of the Agreement will remain in effect.

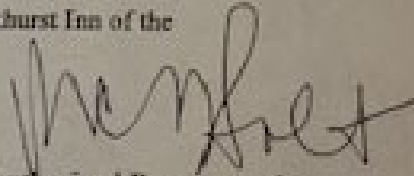
For the Rector and Visitors  
University of Virginia

Oakhurst Inn of the

DocuSigned by:



Alita Salley  
Interim Director, Procurement & Supplier  
Diversity Services



Authorized Representative

Date: \_\_\_\_\_

Date: 9 | 20 | 22

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