

## **Westmoreland County Chamber of Commerce**

### **Conference & Meeting Room Use Agreement**

The undersigned member (“Member”) of the Westmoreland County Chamber of Commerce (“Chamber”), intending to be legally bound, acknowledges and agrees to the following terms of use (“Agreement”) for the use (“Use”) of the Chamber’s Conference Room or Meeting Room (“Room”):

1. This Agreement shall apply to any Use by the Member at the Chamber’s then current fee schedule. All fees shall be paid at the time of the reservation. There are no refunds. Member agrees to maintain its Chamber membership during any period of Use. Use is available only to Chamber Members.
2. Room may be used from 8:30 am to 4:00 pm, Monday-Friday (excluding days and times the office is closed) for two hours; half day (2.5 – 4 hours); or a full day (more than 4 hours). Chamber will provide a non-exclusive right to use the Room during the scheduled time. Member shall arrange for any required technical or audio/visual uses on its own unless specifically arranged with Chamber prior to the Use. Member shall first inquire and schedule a Room with Chamber staff at least 2 days in advance. This Agreement is not a leasehold agreement and does not confer any property interest in the Room. The Chamber does not intend to create a landlord-tenant relationship, actually or constructively, with any user of the Room.
3. Member shall be respectful of the Chamber and shall keep noise to a conversation level. Member is not permitted to use any area of the Chamber premises other than the Room, restrooms, and limited areas of the kitchen.
4. Member agrees to leave the Room in a clean and debris free condition and return all furniture to the original configuration. Member shall pay an additional fee if room is not left in a clean condition. Member shall ensure Room is clean and must report any damage prior to completing Use. Member is responsible for all costs and any damage to the Room or Chamber premises.
5. The Room may not be used for any non-Member use, including but not limited to non-business, personal, or political use. Smoking, vaping, tobacco use, alcohol consumption, drug use, firearm possession or use, and illegal acts are not permitted.
6. The Chamber reserves the right to prevent, restrict, or terminate any Use even after the Use has commenced, without liability to the Member for any refunds, direct or indirect costs, or other damages of any kind however described.
7. Member may not list the Chamber as its business office nor direct mail or deliveries to the Chamber. Chamber does not provide support services, including but not limited to, reception and IT support services. Room Use does not include use of office equipment outside of the Room.
8. The Chamber is not responsible for lost, stolen, and mislaid items.
9. Member must provide a Certificate of Liability Insurance, naming Chamber as Additional Insured, at least 48 hours prior to the date of use of not less than \$1,000,000.00 general liability coverage.
10. Chamber will provide coffee, tea, and water, as well as parking, at no cost. Member may bring in catered food.

11. Member, its guests, employees, employers, visitors, licensees, and contractors, as well as their representatives, successors, heirs, and assigns, waive any liability for: any direct, special, incidental, indirect, punitive, consequential, or other damages arising under state, federal, or international law; any damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including good faith or reasonable care), or negligence; any damages for breach of contract, estoppel, misrepresentation, or non-disclosure; any damages for failure to provide reasonable accommodation; any damages for errors, omissions, willful misconduct, and fraud; and any other pecuniary or other loss whatsoever, whether or not the Chamber has been advised of the possibility of such damages. Member releases and agrees to indemnify, defend, and save harmless the Chamber and all its members, employees, officers, directors, representatives, successors, and assigns from all claims, liabilities, losses, damages, costs, expenses, judgments, fines, and penalties arising from or relating to the Use. Member acknowledges that this Agreement prevents Member from bringing a claim or lawsuit against the Chamber in connection with the Use. In the event that Member breaches the contract or if any claim is asserted against Chamber relating to the Use, Member shall be liable for any attorney's fees and costs incurred by the Chamber or its respective agents in connection with the defense of such a demand, claim or lawsuit.

12. The Chamber reserves the right to revoke or modify this Agreement at any time.

Subject to the foregoing, by the signature of its duly authorized representatives set forth below and intending to be legally bound, this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and assigns.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Member Name (Company)

Westmoreland County Chamber of Commerce

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date