



**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/ Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

AGREEMENT - MOTEL08

Marshallfield

AGREEMENT: This agreement between South Branch Inn and the State of West Virginia serves the purpose of providing the employees of the State of West Virginia guest rooms for state business travel purposes only. This agreement is for guest rooms for the year 2008. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

2008  
(2006) Hotel Published Rates:

Room Types	Rates
<del>Kings Suites</del>	\$ <u>116.00</u> + tax
<del>Double/Doubles Deluxe</del>	\$ <u>96.00</u> + tax
<del>Singles Standard Single (1 person)</del>	\$ <u>75.00</u> + tax

unless  
tax  
exempt

Negotiated Rate for State of West Virginia

Room Types	Rates
<del>Kings Suites</del>	\$ <u>111.00</u>
<del>Double/Doubles Deluxe</del>	\$ <u>91.00</u>
<del>Singles Standard Single (1 person)</del>	\$ <u>70.00</u>

These rates are net non commissionable and are subject to all state and local occupancy taxes in effect at the time of arrival.

**RATE AVAILABILITY:** The above quoted negotiated rate will be subject to last room availability. **Blackout dates, if any:** \_\_\_\_\_

**EFFECTIVE DATES:** January 1, 2008 through and including December 31, 2008. Only exceptions are the Blackout dates listed above.

**ELIGIBILITY:** This rate will be available to all employees and guests of the *State of West Virginia* and affiliate companies as named by the State; In order to receive this special rate, all callers must identify themselves with the *State of West Virginia and the Department they represent. The Hotel reserves the right to verify their employment with the State.*

These rates are only valid for transient business or groups consuming nine rooms or less per night. All groups in excess of nine rooms per night will be negotiated independently.

**RESERVATIONS/PAYMENT:** Reservations may be made by contacting the hotel directly at telephone (304) 538-2033 and identify the State of West Virginia / Department to acquire this special rate.

All reservations are held until 6:00 p.m. on the day of arrival unless guaranteed for late arrival. Methods of guarantee include any major credit card or cash payment of the first night's room and tax. Guaranteed reservations that are not canceled with the hotel by 6:00 p.m. on the day of arrival will be charged the first night's room and tax.



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Purchase Order *MOTL08AR*

PO NUMBER: *550737530*

PAGE: *2*

PLANT: *00*

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

STATE ORDER: \_\_\_\_\_

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

*304-538-2033*  
SOUTH BRANCH INN - *Moorefield*  
1500 US 220N  
*Moorefield; WV 26836*

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	PO NUMBER	FUND
03/04/2008	NET 30	550737530	
SHIP VIA	DESTINATION	PREPAID	ACCOUNT NUMBER
BEST WAY			MUL-MUL
LINE	QUANTITY	PO CATNO	YEAR OR ITEM NO
DELIVERY DATE	CATNO	ITEM NUMBER	DESCRIPTION
			RECEIPT TICKET FOR PURCHASE ORDER: MOTL08AAI
0001		962-43	HOTEL/MOTEL ACCOMODATIONS
			Change Order #1 7-14-08
			SIGNATURE <i>Kelly Williams</i> DATE <i>7-14-08</i>
			<i>General Mgr.</i>
			<i>If you have any questions, please call.</i>
			<i>304-538-2033</i>
			TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

JD ANN ADKINS

304-558-8802

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_ PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Purchase Order

PURCHASE ORDER NO.  
 MOTL08AR

PAGE  
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BLANKET/RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER  
 1

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*320151757      304-538-2033  
 SOUTH BRANCH INN INC  
 1500 US 220 NORTH  
 MOOREFIELD WV 26836

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/02/2008		NET 30		550737530			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: MOTL08AR							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		962-43	HOTEL/MOTEL ACCOMODATIONS		_____	_____	
SIGNATURE _____					DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE