

Purchase Order



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

PURCHASE ORDER NO.
MOTL06A

PAGE
1

BLANKET RELEASE

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*109153023 304-658-4796
 HAWKS NEST STATE PARK FOUNDATI
 PO BOX 822
 ANSTED WV 25812

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/19/2006		NET 30		550737688			
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				
0001	1	JB	962-43		0.00000	0.00	
	01/31/2006		HOTEL/MOTEL ACCOMODATIONS				
			PRICE AGREEMENT				
			BLANKET STATEWIDE CONTRACT				
			AGREEMENT ON PRICE FOR HOTEL/MOTEL SERVICE WITHIN THE STATE OF WEST VIRGINIA FOR OFFICIAL BUSINESS TRAVEL ONLY. SEE THE ATTACHED AGREEMENT.				
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED FEB 08 2006 <i>Beverly Toler</i>	
						.00	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *AS 1-31-06*

Samuel Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY *Betty Francisco* 1/31/06
 PURCHASING DIVISION AUTHORIZED SIGNATURE

AGREEMENT - MOTEL06

AGREEMENT: This agreement between Hawks Nest State Park 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 2006. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

(2005) Hotel Published Rates:

SEE ATTACHED
BREAKDOWN sheet

<u>Room Types</u>	<u>Rates</u>
Kings	\$ _____
Double/Doubles	\$ _____
Singles	\$ _____

Negotiated Rate for State of West Virginia

SEE ATTACHED.

<u>Room Types</u>	<u>Rates</u>
Kings	\$ _____
Double/Doubles	\$ _____
Singles	\$ _____

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, 2006 through and including December 31, 2006. 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) 658-5212 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.

Hawks Nest State Park

2006 Percentage Discount Off Rack Rate

1-2 Persons per Room

Winter Rate: 1/1/06 - 3/31/06**

	2005-2006 Rack	20%*
Canyon view Double bed	\$58.00	\$46.40
Forest view double bed	\$53.00	\$42.40

*Rates shown DO NOT include 6% Sales Tax and 6% Hotel/Motel Tax

Other room types at same % discount off of rack

**Offer good only during Sunday thru Thursday.

1-2 Persons per Room

Summer Rate: 4/1/06 - 10/31/06**

	2005-2006 Rack	10%*
Canyon view Double bed	\$78.00	\$70.20
Forest view double bed	\$72.00	\$64.80

*Rates shown DO NOT include 6% Sales Tax and 6% Hotel/Motel Tax

Other room types at same % discount off of rack

**Offer good only during Sunday thru Thursday.

AGREEMENT ADDENDUM

WV-96
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: Purchasing Division

Signed: Laura Royal

Title: Assistant Director

Date: 11/31/06

VENDOR

Company Name: HAWKS NEST STATE PARK

Signed: Mark E. Johnson

Title: SUPERINTENDENT

Date: 11/28/05

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0001	962-43			HOTEL/MOTEL ACCOMODATIONS		_____	_____
SIGNATURE _____				DATE _____			

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TOTAL

BETTY FRANCISCO

304-558-0468

BY _____
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