

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 Cover 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 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 - MOTL09

AGREEMENT: This agreement between The Country 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 2009. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

(2009) Motel/Hotel Published Rates:Room TypesRates

Kings	\$ <u>115.00</u>
Double/Doubles	\$ <u>110.00 - 130.00</u>
Singles	\$ <u>99.00</u>

*Rates are for
Single + Double
Occupancy.*

Negotiated Rate for State of West VirginiaRoom TypesRates

Kings	\$ <u>70.00</u>
Double/Doubles	\$ <u>70.00</u>
Singles	\$ <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: Major Holidays + Saturdays

EFFECTIVE DATES: January 1, 2009 through and including December 31, 2009. 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 Motel/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 Motel/Hotel directly at telephone (304) 258-2210 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 Motel/Hotel by 6:00 p.m. on the day of arrival will be charged the first night's room and tax.

Unless otherwise stipulated, full payment of room, tax and incidental charges will be the full responsibility of the individual guest(s). If desiring direct bill privileges, the Motel/Hotel must receive a signed request and approval from the person, and/or, department reserving the rooms.

RESERVATION TRACKING: The Motel/Hotel will track reservations that are consumed and will provide quarterly documentation to the State of West Virginia upon written request.

ACCOUNTABILITY: Both the Motel/Hotel and the State of West Virginia will inform all necessary individuals of this agreement. The State of West Virginia will make all reasonable efforts to inform any individuals and departments which may place _____ reservations of the special rates and this agreement.

RENEWAL: This contract may be renewed upon the mutual written agreement of the parties within (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

TERMS OF CONTRACT/CANCELLATION: Either party may terminate this agreement for any reason by stating intent in writing at least 30 days in advance of the proposed termination date.

This contract becomes effective January 1, 2009 and extends through and including December 31, 2009, for a period of one (1) year or until such "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 day's written notice.

AGREEMENT: This agreement supersedes any prior agreement. This document represents the total agreement between the State of West Virginia and The Country Inn. Signatures indicate understanding, acceptance, and empowerment of the aforementioned by the parties.

Do you agree to extend your rates to employees of the other 49 States? Yes No

ACCEPTED BY:

The Country Inn (MOTEL/HOTEL) Ginger Combs (CONTACT NAME - PLEASE PRINT CLEARLY)

110 South Washington Street (ADDRESS) Margie Combs (SIGNATURE)

Berkeley Springs, WV 25411 (CITY, STATE ZIP) 01/12/2009 (DATE)

203816201 001 (FEIN #) 304-258-2210 (PHONE)

304-258-3986 (FAX)



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.
 MOTL09AO

PAGE

BLANKET RELEASE
 00

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

*126142023 304-258-2210
 COUNTRY INN
 110 S WAHSINGTON ST
 BERKELEY SPRINGS WV 25411

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/11/2009		NET 30		203816201			
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:				MOTL09AO			
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE		
0001	962-43		HOTEL/MOTEL ACCOMMODATIONS	_____	_____		
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE