TERMS AND CONDITIONS

Thank you for choosing the Nessmith-Lane Conference Center for your event. We look forward to serving you. Please read the following terms and conditions in their entirety. If you have any questions, contact your Nessmith-Lane Conference Center Event Coordinator.

DEPOSITS

The estimated total charges for your reservation will be shown on the Event Confirmation. Additional fees will be applicable for items not included such as items charged on consumption and/or other facilities and services requested after this agreement is signed.

A deposit in the amount of 50% of the estimated charges is due within 10 business days from the date of confirming the event. If the deposit is not received as agreed, the reservation will be released. The remaining estimated balance is due NO LATER THAN 10 BUSINESS DAYS prior to the event. For bookings made 10 days or less in advance, the entire estimated charges will be due in order to confirm the event.

TYPES OF PAYMENTS ACCEPTED

Deposits and invoices are payable by check, credit card (American Express, Discover, MasterCard, or Visa) or wire transfer. A 2.75% non-refundable convenience fee will be added to all credit and debit card payments the Division must pay to the credit card processor. Alternative payment methods are available to avoid a convenience fee.

FINAL PAYMENTS

After the event, you will be invoiced for any remaining balance due (if not required to pay in advance) or any charges incurred during the event. Payment will be due within 30 days.

CATERING

All food and beverages shall be arranged through the Nessmith-Lane Conference Center staff. Food and beverages not arranged through the Nessmith-Lane Conference Center staff will not be allowed on the premises, are subject to removal, and may cause cancellation of the event.

An exception to this policy may be permitted only when the Nessmith-Lane Conference Center staff cannot provide a specialty item or service required for an event (e.g. a wedding cake). Requests for an exception must be submitted in writing, and, if granted, will also be approved in writing.

A guarantee of the number of people to be served is due from you no later than 10 business days prior to the event. After that, only increases will be made when possible. If the head count on the day of the event is greater than the final count given to your Nessmith-Lane Conference Center Event Coordinator, you will be invoiced for the number guaranteed or the number served, whichever is greater.
FACILITY AND CATERING CANCELLATIONS AND REFUNDS

The Nessmith-Lane Conference Center reserves the right at any time to cancel your event (or any part thereof) if:

a. you breach any of your duties or obligations under the contract;
b. in the opinion of the Nessmith-Lane Conference Center Facilities Manager, you have made a material misrepresentation about, or deviation from, the agreed-upon event; or,
c. the Nessmith-Lane Conference Center Facilities Manager is requested to cancel the event by order of any government or other public authority.

The event will be considered cancelled by the Nessmith-Lane Conference Center when you, by written notification to your Nessmith-Lane Conference Center Event Coordinator, cancel or postpone the event. In the event of cancellation, the Nessmith-Lane Conference Center shall have the right to impose a cancellation charge plus a $50 processing fee as follows:

a. Cancel more than 60 days prior to the first day of the event for a full refund less the processing fee
b. Cancel between 46 – 60 days prior to the first day of the event for a 75% refund less the processing fee
c. Cancel between 31 – 45 days prior to the first day of the event for a 50% refund less the processing fee
d. Cancel 30 days or less prior to the first day of the event and the deposit will be forfeited

Notification of cancellation must be in writing. Email or fax is acceptable. A written acknowledgment from your Nessmith-Lane Conference Center Event Coordinator will finalize the cancellation.

Cancellation for catering arranged by the Nessmith-Lane Conference Center staff requires advance notice of at least 10 business days for refund of deposit. Cancellations made less than 10 business days prior to the event will be charged all applicable catering fees. Notification of cancellation must be in writing. Email or fax is acceptable. A written acknowledgement from your Nessmith-Lane Conference Center Event Coordinator will finalize the cancellation.

In the event of unforeseen circumstances resulting in cancellation by the facility or by you, you will be given 30 days to reschedule the event within one year. The Nessmith-Lane Conference Center will not be held responsible for any other costs you incur should the event need to be cancelled. If you cancelled the event, you will be responsible for all non-recoverable expenses such as security, catering, marketing, etc.

SET-UP AND BREAKDOWN TIMES

The time you have selected for your reservation will encompass both your set-up and breakdown times. Requests for additional time beyond what is scheduled on your confirmation (without charge) must be made in writing and will be confirmed in writing. You will be charged for any additional time requested and not listed on the original confirmation.
STAFFING – ADDITIONAL OR OUTSIDE REGULAR BUSINESS HOURS

All events at the Nessmith-Lane Conference Center must be staffed by Nessmith-Lane Conference Center personnel, the appropriate number of which shall be determined in the sole discretion of the Nessmith-Lane Conference Center Facilities Manager. Such staffing will be charged at a rate of $25/hour outside regular business hours. Regular business hours are 8:00 AM to 5:00 PM, Monday through Friday.

SECURITY

Security is required when alcohol is served or when, in the discretion of the Nessmith-Lane Conference Center Facilities Manager, security is essential to a safe event. Security expenses will be determined prior to the event and will be payable directly to Georgia Southern University’s Office of Public Safety located at 1220 Forest Drive. Their direct phone number is (912) 478-5234.

Security is only required during the event, therefore you will be required to communicate to your Nessmith-Lane Conference Center Event Coordinator any required setup (decorating committee, florist, etc.) before the event to ensure a Nessmith-Lane Conference Center Event Coordinator will be onsite.

ALCOHOL

Alcohol may be served at the Nessmith-Lane Conference Center, provided that you have obtained the following permit in advance of your event: (1) Georgia Southern University Alcohol Permit.

Bartenders must provide NSL proof of licensure in order to serve alcohol, request proper identification before serving to ensure customer is at least 21 years old, be present the entire time that alcohol is being served, have last call thirty (30) minutes or more before the event’s scheduled end time, and be present to ensure the bar area is clean and free of alcohol.

The complete alcohol service policy with all provisions will be provided separately.

TOBACCO

The Nessmith-Lane Conference Center is a tobacco-free facility effective August 1, 2014. This initiative is in compliance with the Board of Regents of the University System of Georgia’s Tobacco-Free Policy, which defines tobacco products as cigars, cigarettes, pipes, hookahs, all forms of smokeless tobacco, clove cigarettes, and other smoking devices such as vapor and electronic cigarettes.

Use of any such items is prohibited everywhere on the Nessmith-Lane Conference Center property, including in all buildings and facilities, outdoor areas, and parking lots.

PARKING

The Nessmith-Lane Conference Center offers free parking for its customers in its parking lot; HOWEVER, SPACE IS LIMITED. The Nessmith-Lane Conference Center assumes no liability for any damage, loss, or injury arising out of the use of its parking lot. Parking details and maps are available separately upon request.
ROOM ASSIGNMENTS

The Nessmith-Lane Conference Center reserves the right to reassign rooms for business operation requirements. If your event has to be moved to another room, the new room will be comparable and your Nessmith-Lane Conference Center Event Coordinator will attempt to notify you in advance. If your event is moved into a space with a higher facility fee, the additional amount will be waived.

DAMAGE TO FACILITIES

You agree to compensate the Nessmith-Lane Conference Center promptly for any damage caused to the Nessmith-Lane Conference Center facilities by your employees, agents, or participants.

EQUIPMENT

You agree that the Nessmith-Lane Conference Center will not accept responsibility for any outside equipment you bring into the Nessmith-Lane Conference Center. You also agree to be responsible for all set-ups of outside equipment to ensure that the equipment does not interfere with any of the Nessmith-Lane Conference Center’s equipment or systems, to check all voltages and connections prior to installing any equipment, and to repair any damages to the facility caused by such equipment. The Nessmith-Lane Conference Center shall not be responsible for any damage to the customer’s equipment.

PERSONAL OR ORGANIZATIONAL PROPERTY

You agree that the Nessmith-Lane Conference Center is not responsible for loss, theft, or damage of personal or organizational property. Guests are to take appropriate care of such items.

RETURNED CHECKS

Checks returned for any reason will be assessed a service fee of $30, or 5% of the face value of the check, whichever is greater.

COLLECTIONS

Failure to pay any sums when due will result in the submission of the account balance to a collection agency and all fees and costs of collection, including attorney’s fees, will be paid by you, the customer.

FORCE MAJEURE

The performance of the Agreement by either party is subject to acts of God, government authority, terrorism, disaster, strikes, civil disorders, unavailability of transportation, facilities consistent with those in existence at the time of contract, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for a meeting. It is provided that this Agreement may be terminated if any one or more of such reasons by written notice from one party to the other without liability.
INDEMNIFICATION

Customer agrees to indemnify and save Owner harmless from and against any and all liability or loss due to death or personal injury to any person, or from damage to the property of either the Owner or any other person or corporation arising from or out of Customer’s temporary occupancy and use of the premises and resulting from Customer’s negligent acts or omissions. Owner will not be liable to Customer in damages or otherwise for injury or loss suffered by any person arising from any defect in construction, maintenance, or operation of the premises unless directly resulting from Owner’s negligent acts or omissions. This section shall survive any termination or expiration of the Agreement.

Before signing this document, please verify that you have read, understand, and agree to all Terms and Conditions on behalf of using the Nessmith-Lane Conference Center.

__________________________________________ _____________________
Customer Name (Signature)   Date

__________________________________________
Customer Name (Print)

__________________________________________
NSL Conference Center Event Coordinator (Signature)      Date

__________________________________________
NSL Conference Center Event Coordinator (Print)

__________________________________________ _____________________
Event Name        Event Date(s)