

# CollegeWeekends Terms and Conditions

Last updated December 17, 2009

By using CollegeWeekends or by establishing an account with CollegeWeekends You acknowledge that You agree to and are subject to the following terms and conditions (“Terms”). If You do not fully agree to these Terms, You may not access or otherwise use the Site. You should read through all the Terms carefully. The Terms constitute a legally binding agreement between You, as an individual or, if You represent an entity or other organization, that entity or organization (in either case "You") and CollegeWeekends LLC (“CollegeWeekends”, “this web site”, “we”, “us” or “our”). A submission to CollegeWeekends will indicate an agreement to abide by these Terms.

## 1. PURPOSE

- a. CollegeWeekends exists only as a marketplace where owners may advertise or promote properties they wish to rent in locations in or around the listed cities in contact with persons who wish to make short term rentals.
- b. CollegeWeekends has accepted a fee from persons wishing to list their property for short-term rental during the time that visitors are expected to visit any of the listed cities. Other than providing the marketplace for persons wishing to list their properties, CollegeWeekends is not involved in the transaction between the person wanting to rent their property and those persons who want to rent those properties.

## 2. ACTIONS OF OWNERS AND RENTERS

- a. Please see the [FAQ](#) for suggested actions for the persons who advertise their properties on CollegeWeekends (“Owners”) and for the persons who are interested in renting any of the properties advertised on the site (“Renters”). The content provided in the FAQ is for informational purposes only. Your relationship with CollegeWeekends is in no way bound by these suggestions. Your relationship with CollegeWeekends is exclusively established by these Terms.
- b. You Agree that:
  - i. CollegeWeekends does not have control of the properties being listed on this web site. CollegeWeekends is not an agent or broker of Owners nor is CollegeWeekends an agent or broker for Renters.
  - ii. Each Owner and each Renter will arrange for their own short-term rental contract according to the terms agreed upon by those two parties.

- iii. Any example rental agreement provided to Owners by CollegeWeekends is intended only as an example and does not represent any legal, brokerage, or financial advice given by CollegeWeekends or any of its employees. Any example rental agreement is not binding upon CollegeWeekends and does not make CollegeWeekends a bound party to any agreement reached between an Owner and Renter.

### **3. DISCLAIMER OF WARRANTIES**

- a. **IMPORTANT: THIS CONTRACT LIMITS COLLEGEWEEKENDS' LIABILITY FOR ANY ACTIONS OR NON-ACTIONS THAT OCCUR DUE TO ANY PERSON OR PERSONS MAKING OR ATTEMPTING TO MAKE INDEPENDENT CONTRACTS TO RENT ANY PREMISES ON SHORT-TERM AGREEMENTS FROM COLLEGEWEEKENDS.**
- b. **THE OWNERS AND MANAGERS OF THIS SITE DO NOT MAKE ANY GUARANTEES OR WARRANTS ABOUT THE PROPERTIES LISTED ON THIS SITE OR THE PERSONS WHO RENT THE PROPERTIES LISTED ON THIS SITE.**
- c. **USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. COLLEGEWEEKENDS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND COLLEGEWEEKENDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT**
- d. The Owners understand that CollegeWeekends does not perform any background checks on potential Renters and the owners and managers of CollegeWeekends are making no representations, guarantees, or warranties about the persons who make inquiries about renting the Owner's property. It is each Owner's responsibility to contract with the Renter on terms that are mutually agreeable with the two parties.
- e. The Renters understand that CollegeWeekends does not verify the quality of properties advertised and the owners and managers of CollegeWeekends are making no representations, guarantees, or warranties about the Owner's property or the contract between the Renter and the Owner. It is each Renter's responsibility to contract with the Owner on terms that are mutually agreeable with the two parties.

#### **4. INDEMNIFICATION AND LIMITED LIABILITY OF COLLEGEWEEKENDS**

- a. You agree to indemnify, defend, and hold harmless CollegeWeekends, their employees, agents, contractors, assigns, licensees, and successors in interest (the “Indemnified Parties”) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from Your accessing or using the Site, Services, Content, Your communication of any false or inaccurate information, or any other breach of any term of this Agreement.
- b. You will indemnify, defend, and hold harmless CollegeWeekends and its Affiliates from any and all third-party claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees and court costs) that result from a breach or alleged breach of any representation or warranty set forth in this Agreement.

**C. IN NO EVENT WILL COLLEGEWEEKENDS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES, SERVICES (OR ANY COLLEGEWEEKENDS CONTENT PROVIDED THROUGH THE SITES OR SERVICES), EVEN IF COLLEGEWEEKENDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. COLLEGEWEEKENDS’ TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO COLLEGEWEEKENDS HEREUNDER IN THE 1 MONTH PRECEDING ANY SUCH INITIAL OCCURRENCE OF LIABILITY (OR, IF NO SUCH FEES HAVE BEEN PAID, \$100). YOU AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT COLLEGEWEEKENDS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, COLLEGEWEEKENDS’ LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

#### **5. ELECTRONIC COMMUNICATIONS**

- a. When You visit CollegeWeekends or send e-mails to us, You are communicating with us electronically. You consent to receive communications from us electronically. If You provide an email address to CollegeWeekends we reserve the right to communicate with You by e-mail. We may also communicate with You by posting notices on CollegeWeekends. You agree that all agreements, notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.
- b. The Owners who list property on this site represent that any information that is submitted to this web site by that Owner will be accurate and correct to the best of that person's knowledge and that the Owner is fully authorized to rent that property on a short-term basis.
- c. CollegeWeekends is not responsible for verifying the information posted. While CollegeWeekends will not publish any information known to be false or misleading, it is the responsibility of the Owners to provide accurate information. If there are any corrections that need to be made regarding the property that is listed on this web site, the Owner will submit those corrections to this web site and those corrections will be made as soon as possible.

## **6. LIMITATIONS OF USE OF OTHER USER'S INFORMATION**

- a. CollegeWeekends provides the portal by which You can email an Owner with regard to a specific property. This portal is intended solely to provide a marketplace to connect Owners and Renters for short term rental arrangements.
- b. You agree that, with respect to other users' personal information that You obtain through CollegeWeekends or through any CollegeWeekends-related communication or any CollegeWeekends-facilitated transaction, we have granted to You a license to use such information only for: (1) any CollegeWeekends-related communications that are not unsolicited commercial messages, (2) using services offered through this web site, (3) facilitating a rental transaction between You and the other user and (4) any other purpose that a user expressly agrees to after You tell them the purpose You would like to use it for.
- c. You will adopt, maintain, and use CollegeWeekends in a manner consistent with the [Privacy Policy](#) provided
- d. You agree that other users may use Your personal information to communicate with You in accordance with this provision. Further, You agree that You will protect other users' personal information with the same degree of care that You protect Your own confidential information (using at minimum a reasonable standard of care), and You assume all liability for the misuse, loss, or unauthorized transfer of such information.

- e. We do not tolerate spam. Therefore, without limiting the foregoing, You are not licensed to add a CollegeWeekends user, even a user who has rented a vacation property from You or to You, to Your mailing list (email or physical mail) without the user's express consent.

## **7. VIOLATION OF TERMS AND LIQUIDATED DAMAGES**

- a. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- b. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for CollegeWeekends to pursue legal action to enforce these Terms, you will be liable to pay CollegeWeekends the following amounts as liquidated damages, which you accept as reasonable estimates of CollegeWeekends' damages for the specified breaches of these Terms:
  - i. If you post a message that (A) impersonates any person or entity; (B) falsely states or otherwise misrepresents your affiliation with a person or entity; or (C) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay CollegeWeekends one thousand dollars (\$1,000) for each such message.
  - ii. If you send unsolicited email advertisements through CollegeWeekends computer systems, you agree to pay CollegeWeekends one thousand dollars (\$1,000) for each such email.
  - iii. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without CollegeWeekends' express written permission, you agree to pay CollegeWeekends one thousand dollars (\$1,000) for each day on which you engage in such conduct.
  - iv. Otherwise, you agree to pay CollegeWeekends actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, CollegeWeekends retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

## **8. REVIEWS AND COMMENTS**

- a. The Site may include forums, bulletin boards, chat rooms, or other opportunities through which You may provide or upload Content to the Site (such Content, "Provided Content"). You agree not to upload or provide any Provided Content that is: (1) libelous, defamatory, obscene, abusive, pornographic, threatening, or

an invasion of privacy; (2) an infringement or misappropriation of the Intellectual Property Rights of any third party; (3) illegal in any way or that advocates illegal activity; or (4) an advertisement or solicitation of funds, goods, or services. You represent and warrant to CollegeWeekends and its Affiliates that You own all right, title, and interest in and to any Provided Content that You provide or upload to the Site, or that You have sufficient rights, whether by implication, estoppel, or otherwise, to grant CollegeWeekends the rights discussed in this Agreement. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a review or other content.

- b. CollegeWeekends reserves the right (but not the obligation) to monitor, remove or edit such content, but may not regularly review posted content.
- c. By providing or uploading any Provided Content to the Site, unless otherwise stated in a separate agreement entered into by You and CollegeWeekends in connection with Your upload of any Provided Content, You grant CollegeWeekends a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such Provided Content throughout the world in any form, media, software, or technology of any kind. In addition, You waive all moral rights in the Provided Content or warrant that all moral rights applicable to such content have been waived. You also grant CollegeWeekends the right to use Your name in connection with the reproduction or distribution of such material.

## **9. SUBSTITUTION OF PROPERTIES**

- a. Each advertisement may only relate to a specific property. The property in an advertisement may not be substituted for another property. If an Owner submits changes to an existing listing that, if approved, would substantially alter the listing to make it that of another property, then we have the right to terminate the listing and may choose, in our sole discretion, to retain any fees associated with the term of the previously existing listing as compensation for the violation of this condition.

## **10. REMOVAL OF LISTING**

- a. CollegeWeekends may remove any listing deemed to be in violation of these terms or otherwise should CollegeWeekends, at its sole discretion decide that the listing is improper. If we remove a listing we will notify the owner and give reasons for our decision.

## **11. DATA TRANSMITTAL AND SECURITY**

- a. Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Site from such user at locations both within and outside of the United States.

- b. You agree to (i) keep Your password and online ID secure and strictly confidential, providing it only to authorized users of Your account, (ii) instruct each person to whom You give Your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if You believe Your password may have become known to an unauthorized person, and (iv) notify us immediately if You are contacted by anyone requesting Your online ID and password. When You give someone Your online ID and online password, You are authorizing that person to access and use Your account, and You are responsible for any and all transactions that person performs while using Your account, even those transactions that are fraudulent or that You did not intend or want performed.
- c. Each user acknowledges and agrees that: (i) neither CollegeWeekends nor any of its affiliates will have any liability to any user for any unauthorized transaction made using any user's password that occurs before such user has notified us of possible unauthorized use of such password and we have had a reasonable opportunity to act on that notice; and (ii) the unauthorized use of Your online id and password could cause You to incur liability to both the site and other users. Further, we may suspend or cancel Your listing at any time even without receiving notice from You if we suspect that Your password is being used in an unauthorized or fraudulent manner.
- d. For more information on privacy data please see our [Privacy Policy](#)

## **12. PAYMENT BY OWNERS**

- a. Owners acknowledge that they are responsible for all charges incurred through their account. Payment for listings must be made in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank. In the event You default, if CollegeWeekends requires use of collection agencies, attorneys, or courts of law for collection on Your account, You will be responsible for those expenses.

## **13. COPYRIGHT AND TRADEMARK**

- a. CONTENT
  - 1) The text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content (collectively, "Content") available on the Site or provided from or through the Site, including, without limitation, all Content made available to any widget or other Software (such Content and any other contents of the Site, collectively, "Site Content") are protected by the Intellectual Property Rights of CollegeWeekends and its partners, affiliates, and licensors ("Affiliates"). Unless otherwise noted on the Site, as between You, CollegeWeekends and its Affiliates, all Site Content is owned by CollegeWeekends and its Affiliates. Your access to and use of any Site Content is

also subject to any other license or other agreement separate from this Agreement that You may have entered into (or may enter into) with CollegeWeekends or its Affiliates relating to that Site Content (each such license or other agreement, a “Content Agreement”).

- 2) Except as expressly set forth in this Agreement or any Content Agreement, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the Site or Site Content, or any Intellectual Property Rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Site or Site Content without the prior written permission of CollegeWeekends.
- 3) If You would like to use the Site Content in a manner that is not expressly set forth in this Agreement or any other Content Agreement, please send Your request to CollegeWeekends by Clicking [here](#) or by emailing CollegeWeekends at [customerservice@collegeweekends.com](mailto:customerservice@collegeweekends.com).

b. MARKS

- 1) Unless otherwise labeled, all trademarks, tradenames, service marks, logos, banners, and page headers displayed on this Site (collectively, the "Marks") are the property of CollegeWeekends and its Affiliates. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks without the prior written permission of CollegeWeekends.
- 2) All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of CollegeWeekends or its content suppliers and protected by United States copyright laws. The compilation of all content on this site is the exclusive property of CollegeWeekends and protected by U.S. copyright laws. All software used on this site is the property of CollegeWeekends or its software suppliers and protected by U.S. copyright laws.
- 3) CollegeWeekends and other CollegeWeekends graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of CollegeWeekends in the U.S. CollegeWeekends’ trademarks and trade dress may not be used in connection with any product or service that is not CollegeWeekends’, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CollegeWeekends. All other trademarks not owned by CollegeWeekends that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CollegeWeekends.

## **14. CONTENT, LAYOUT, AND COPY**



- a. CollegeWeekends reserve the right to determine in our sole discretion the final design, layout and functionality of CollegeWeekends., which is subject to change from time to time without notice. We reserve the right, in our sole discretion, to review and edit copy or amend the content, layouts or photographs supplied by any Owner. All content and copy edits submitted by Owners are subject to review and approval by CollegeWeekends in our sole discretion.
- b. Notwithstanding our right to edit and amend the content, copy and photographs, we do not accept and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member or edited or amended by CollegeWeekends.

## **15. CHANGES TO COLLEGEWEEKENDS.COM**

- a. CollegeWeekends may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict Your access to parts or all of this web site without notice or liability

## **16. AMENDMENTS**

- a. We reserve the right to change these Terms from time to time, and post the new version on the Site. When we do so, we will notify You of the fact on the main screen of the Site.
- b. The new version of these Terms will take effect, and will govern all Site services and Your relationship with us immediately upon the date of posting, if the changes are not to operative provisions, or not capable of adversely affecting You - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in these Terms. All other changes will take effect one calendar week after the date of posting, or upon such earlier date that You make an inquiry or otherwise interact with us or another user.

## **17. TERM**

- a. This Agreement will be effective on the date You first use the Site and will continue until terminated.

## **18. TERMINATION**

- a. CollegeWeekends may terminate this Agreement immediately, for any reason or no reason, with or without notice to You. You may terminate this Agreement upon written notice to CollegeWeekends, such termination effective 10 business days following acknowledgment of receipt of such notice by CollegeWeekends.

CollegeWeekends may also suspend Your use of the Site and direct You to cease using the Site with or without notice to You and with or without cause.

- b. Upon any termination of this Agreement, all rights granted to You under this Agreement will cease; if You are a Registered User, Your Account will be closed, and You must promptly discontinue all access to any part of the Site and the use of any Content downloaded or otherwise obtained from the Site. Sections 3, 4, 6, 7, 10, 12, 13, 16, 18, 19, and 20 will survive termination or expiration of this Agreement for any reason as they apply to the rights granted to CollegeWeekends and the restrictions placed on You. All fees incurred prior to termination will be immediately due and payable upon termination.
- c. Upon termination CollegeWeekends reserves the right to store any information posted by You. Upon termination CollegeWeekends also reserves the right to remove all content posted on CollegeWeekends by You.

## **19. APPLICABLE LAW**

- a. By visiting CollegeWeekends.com, You agree that the laws of the state of Virginia, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and CollegeWeekends.
- b. By visiting CollegeWeekends.com, You agree to Charlottesville, Virginia as a choice of venue. Thus, You agree to litigate, arbitrate, or pursue any other remedy sought in Charlottesville, Virginia and only Charlottesville, Virginia.

## **20. MISCELLANEOUS**

- a. These Terms constitute the entire agreement between CollegeWeekends and You with respect to Your use of CollegeWeekends.com. Any cause of action You may have hereunder or with respect to Your use of this web site must be commenced within one (1) year after the claim or cause of action arises. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of any such right or provision. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.