

# **RENTAL TERMS AND AGREEMENT**

Renter Name:	·				
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Address:					
Phone: (Cell)					
Email:					
Date of event:			Rental start time:		
Space requested:			Rental end time:		
Number of Guests:			Guest arrival time:		
Caterer:			Type of event:		
Additional Se	curity Guard:				
Fee:	_+ Damage Deposit	+ Additi	onal Security	Total:	
Less deposit:		= Balance Due:		on	

The Center owns and operates the facilities located at 540 Belvedere Boulevard, Charlottesville, VA 22901, and provides use of the Center to its members, their guests and the community to host business and social affairs. Renter acknowledges that The Center is a private entity which has a legitimate interest in controlling who rents The Center and the type of events that are permitted at The Center.

The construction and validity of the Agreement will be interpreted under the law of the Commonwealth of Virginia, and if any court of competent jurisdiction determines that any part of the Agreement is invalid, illegal, or unenforceable, that finding shall not have any effect whatsoever on the remaining portions of the Agreement. All descriptive terms in the Agreement are for convenience only and do not define, limit, extend, or fully describe the scope of the Agreement.

The Center reserves the right to cancel or void this contract at any time if it determines that Renter has made any misrepresentations to The Center.

## **NO PUBLICITY / USE OF THE CENTER LOGO**

Renter shall not use, publish, distribute, display or reproduce The Center's name or The Center's logo in any publicity releases, public announcements, or promotional or marketing materials (flyers, handouts, etc.) to promote their event.

## FEES

A signed agreement and a 50% <u>non-refundable</u> deposit (will be credited towards the total rental fee) and photo identification will secure a reservation at the Center. The total balance of the rental event is due thirty (30) days before the scheduled event. If payment is not received, your event will be canceled, and your deposit will not be refunded. It is the renter's responsibility to schedule the final payment.

Renter will pay The Center a <u>refundable</u> damage/cleaning deposit of **\$1000** with the final payment. As long as there is no damage, and no additional cleaning is needed after your event, this amount will be returned within thirty (30) days. If damage or loss is incurred to The Center or its property, including, but not limited to, carpets, equipment, kitchen facilities, stage area, floors, tables and furniture, Renter will be held responsible for the full amount of the damage and cleaning fees. In addition, Renter will be responsible for The Center's reasonable attorneys' fees and costs incurred in collecting any amounts owed by Renter for damages or loss incurred by The Center or to its property, employees, agents, or members. Any damage will be charged to the damage deposit first. Any additional damages above and beyond the amount of the Damage Deposit will be paid by Renter. The damage deposit, less any expenses incurred, will be returned by The Center to the Renter within thirty (30) days following the event date, if the amount is without contest.

## **REQUIRED DOCUMENTATION**

If alcoholic beverages are to be served, it is the responsibility of Renter to contact the Virginia Department of Alcohol Beverage Control (434.977.2974) or online at https://www.abc.virginia.gov/licenses/banquetlicenses) and apply for a banquet license. No refunds will be issued by The Center due to Renter's inability to obtain a license. A copy of the license must be submitted to the Rental Coordinator thirty (30) days in advance of the event. The actual license must be prominently displayed during the event according to ABC regulations. Alcoholic beverages must be consumed within the rented space. No open containers are permitted outside of the rented area. Renter is responsible for complying with all ABC laws.

Renter will obtain a certificate of insurance for the event with a minimum of \$1,000,000 per occurrence for bodily injury and property damage. The Center must be listed as an additionally insured entity. A copy of the certificate of insurance will be submitted to The Center at least thirty (30) days in advance of event.

If the above documentation is not provided thirty (30) days prior to the date of your event, your event will be canceled, and your deposit will not be refunded.

## **SECURITY/SAFETY**

The Center will provide one security guard for non-reoccurring events which take place during nonoperational hours unless Renter and The Center agree otherwise. The fee for the security guard is included in the total rental payment. If the event attendance is over 100 people, The Center will hire an additional security guard at Renter's expense for an additional \$35/hour.

**NO SMOKING** is allowed anywhere in the building, including the restrooms, outside on the back patio area or front entry. It is allowed only in the designated smoking area behind The Center.

Open flames (candles, etc.) and smoke/fog machines ARE NOT permitted.

## **CATERING**

Use of the kitchen is only permitted by those who possess a current catering /restaurant business license. Caterer MUST submit a copy of its license to The Center at least thirty (30) days prior to the event.

Food must be prepared offsite. Use of the kitchen is limited to the ovens for warming purposes only, sinks and counter tops. Use of The Center's utensils, refrigerator, freezer, dishes, pots, pans, and dishwasher is **not** permitted. Ice is not provided.

Renter will ensure that all food and beverages are kept inside the rented rooms.

## SET-UP

The Center will set up tables and chairs for a rental function in the Auditorium <u>if</u> Renter submits a diagram to the Rental Manager at least <u>30 days</u> prior to the event. Classroom rentals have a preexisting set up of tables and chairs. Renter may change the layout of the room at their discretion. The Center does not supply table linens, chair covers, dishes, cutlery, decorations, etc.

Only table and free-standing decorations are allowed. Items shall <u>not</u> be taped, nailed, screwed, tacked, or otherwise attached to any interior or exterior part of the building including walls, doors, and floors. NO EXCEPTIONS.

Renter will not use birdseed, rice, confetti and glitter inside or outside The Center, no exceptions!

Renter is responsible for coordinating pickup and delivery of all rental items. Renter will remove all items from the premises at the close of the rental event. The Center does not have storage space for any items to be left overnight and will not be held responsible for any rented items that are lost, stolen or damaged.

Renter is responsible for communicating with caterer and other vendors regarding time requirements so that Renter may coordinate with The Center to ensure the building will be accessible for the necessary set-up and clean-up time required by caterer or other vendors. Set-up and clean-up time will be included in the hours of rent and Renter may be subject to additional charges.

## **BREAKDOWN**

Renter is responsible for cleaning all surfaces in the rented rooms, including the stage. All surfaces will be left free of any food or spills.

Leave chairs and tables in place. DO NOT DRAG TABLES OR CHAIRS ACROSS THE FLOOR. If the need arises to move tables and chairs, Renter will pick up the item so that floor surfaces do not become scratched or otherwise damaged.

At the end of the event, Renter will collect all trash items from The Center including the receiving/loading area, rooms, building perimeter, and parking lot, place them in the appropriate receptacle and transport them to the outside dumpster.

The Center will provide brooms, mops, dust mops, buckets, floor cleaner and trash bags. Renter is responsible for supplying or having the caterer supply other necessary cleaning items.

## VACATING PREMISES

A final walk-through with the Rental Coordinator is mandatory at the close of Renter's event.

<u>Standard departure</u>: The event/music will end no later than 10:00 pm with clean-up completed and premises vacated by 11:00 pm. There will be no additional charge. (If premises are vacated at 11:05 pm or later, this will be considered as a late departure, and Renter will incur the late departure fee).

**Late departure:** The event/music will end no later than 11:00 pm, with clean-up completed and premises vacated by 12:00 midnight. There will be an additional **\$250 charge** added to the rental fee or deducted from the damage deposit.

All renters and all event attendees must vacate The Center and parking lot by 12:00 midnight; there are no exceptions. If anyone is still on the premises at 12:01 am or later, \$500 will be deducted from Renter's damage deposit.

#### LIVE MUSIC/DJs/NOISE

We encourage music but please be aware that noise regulations do apply. In the event that Renter's event creates a disturbance due to high noise volume, The Center staff and/or designated Security Guards have full authority to ask the renter, DJ, or live presenter to turn the volume down and/or off. If repeated disturbances are reported, The Center has the right to end Renter's event immediately.

#### **INDEMNIFICATION CLAUSE**

Renter agrees to indemnify and hold harmless The Center, its employees, agents and representatives, from and against all claims of whatever nature arising from any act, omission, or negligence of Renter or of Renter's contractors, licensees, invitees, agents or employees or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, occurring or arising from any accident, injury, or damage resulting from an act or omission on the part of Renter, its contractors, licensees, agents, employees, or invitees. Renter also agrees to indemnify The Center, its employees, agents and representatives for reasonable attorneys' fees and costs incurred as a result of any action or omission subject to this paragraph.

#### **RENTER**

COMPANY (If Applicable):	
SIGNED:	DATE:
PRINT NAME:	
TITLE:	
THE CENTER	
SIGNED:	DATE:

#### **EMERGENCY NUMBERS:**

The Center at Belvedere 540 Belvedere Boulevard Charlottesville, VA 22901 434.974.7756

Rev. 05/2025