



**ROOM RENTAL AGREEMENT
TERMS AND CONDITIONS**

Lynchburg Regional Business Alliance (Landlord) 300 Lucado Place, Lynchburg VA 24504 and

_____ (the Occupant) agree to the following terms:

Occupant Contact Information:

Contact Name: _____

Address: _____

Business phone: _____ Cell phone: _____

Email: _____

Rental of:

- Centra Conference Center**
Large meeting room that can hold up to 350 people.
- Delta Star Executive Board Room**
Mid-sized meeting room that can hold 15-50 people.
- First National Bank Conference Room**
Small meeting room that can hold up to 12 people.

Spaces for break-out sessions and usage of all rental spaces for large weekend events may be available if needed. Call for more information and to negotiate rates.

Alliance rentals will follow closings and delays based on Lynchburg City Schools. Events scheduled for any day the Lynchburg City Schools are closed will be canceled. Events scheduled for any times during which Lynchburg City Schools are delayed will be delayed during those same times. Occupant will be responsible for notifying attendees/media of the cancellation or delay. Occupant is responsible for inclement weather delay or cancellation decisions for weekend events.

Type of Event: _____

Date: _____ Number of Attendees: _____ Alcoholic Beverages to be Present: Yes No

Start Time: _____ (must include time for set up) End Time: _____ (must include time for cleanup)

Please describe your event in detail: _____

Caterer, if applicable (company, contact name and phone number): _____

Security, if applicable (company, contact name and phone number): _____

Room Rental Fees: _____ (50% non-refundable deposit required at time of reservation, see #3)

Security Deposit: _____ (to be paid separately by check at time of reservation, see #2)

Cleaning Fee: _____ (see #5)

_____ (initials) Occupant will need and secure janitorial during the event.

_____ (Initials) Occupant's event is only one or two hours and will NOT require janitorial during the event. We will be billed by the Alliance for the \$45 per hour for after event cleanup.

Supply Replenishment Fee: _____ (\$30 per day on no charge rentals with 75 or more people lasting 4 hours or more)

Setup and Equipment Needs

Tables, chairs and other equipment are available on a limited basis (see #10). The Alliance does not set up tables or chairs. Using the Alliance's audio/visual equipment requires prior approval. List your room needs and the Coordinator will confirm availability.

Tables, # needed _____ Chairs, # needed _____ Podium Microphone Audio/Visual

RENTAL RATES:

<u>Weekday Rentals</u>	<u>Alliance Members</u>	<u>Non-Alliance Members</u>
CENTRA Large Conference Center	\$500 per day, \$100 per hour	\$750 per day
<i>Cleaning fee and supply replenishment fee to apply</i>	# of rentals at no charge*	\$200 per hour
<i>Large Conference Center rentals regardless of rental fee, includes co-sponsored events</i>	Membership Level	
	Chairman's' Circle - 1 per year	
	Executive Circle - 1 per year	
Delta Star Executive Board Room (or comparable room)	\$300 per day, \$75 per hour	\$500 per day, \$100 per hour
	# of rentals at no charge*	
	Membership Level	
	Chairman's' Circle - 3 per year	
	Executive Circle - 3 per year	
	President's Circle - 3 per year	
	Alliance Partner - 2 per year	
First National Bank Small Conference Room	\$150 per day, \$50 per hour	\$250 per day, \$75 per hour
	All members receive unlimited access. ***	
<u>Weekend Rentals**</u>		
CENTRA Large Conference Center	\$750 per day	\$1,000 per day
<i>Cleaning fee and supply replenishment fee to apply</i>		
<i>Large Conference Center rentals regardless of rental fee, includes co-sponsored events</i>		
Delta Star Executive Board Room (or comparable room)	\$400 per day	\$600 per day
First National Bank Small Conference Room	\$200 per day	\$300 per day
Non-profit Alliance members with 50 employees or less will receive a 25% discount on rental rates.		
Non-profit, non-Alliance members with 50 employees or less will receive a 15% discount on rental rates.		
*calendar year, January 1-December 31, subject to availability, during normal business hours M-F, \$50 per hour before 8 a.m. and/or after 5 p.m. for staff time required to cover your event.		
**weekends considered 5 p.m. Friday-midnight on Sunday, \$50 per hour for staff time required to cover your event.		
***All members in good standing have unlimited access during regular office hours, M- F, 9 a.m. - noon & 1 p.m. - 4:30 p.m. Subject to availability. Meetings should be held to two hours maximum and are limited to 4 – 12 people.		
Contact the Alliance to negotiate rates for recurring meetings.		<i>rates effective 10/1/2021</i>

1. **TERMS AND CONDITIONS:** These Terms and Conditions constitute the following legal and binding agreement between the Occupant and the Lynchburg Regional Business Alliance for the use of the event space located at 300 Lucado Place, Lynchburg, Virginia 24504 (the "Premises"). Occupant represents to the Lynchburg Regional Business Alliance (Landlord) that he or she is over twenty-one (21) years of age. Where the Occupant is a corporation, partnership or other legal entity, this Contract shall be binding on such legal entity. The person executing this Contract represents that he/she is duly authorized to execute said Contract on behalf of said entity or organization.

At no time shall any room be used for personal parties, student/children's parties or political events, illegal activities or for any use other than the stated and intended purpose. The Landlord reserves the right to refuse room rental requests if the intended use is determined to be inappropriate for the facility's purpose.

2. **SECURITY DEPOSIT:** A security deposit of \$250 is to be paid SEPARATELY by check at time of reservation. Security deposit will be held until conclusion of the event and will be returned in the same form by mail 7-10 business days after the event if no damages are incurred during the event or event setup/cleanup. In the event that damages are incurred, the Landlord will contact you and itemize the damages that will be withheld from your deposit and the remainder (if any) will be returned.
3. **EVENT DEPOSIT/CANCELLATION:** An event deposit of 50% of the rental fee is required at the time of reservation and is non-refundable. This Contract is not valid until the deposit and signed contract is received by the Landlord. The balance of the rental amount is to be paid 30 days prior to the scheduled event. The Landlord requires a two (2) weeks written cancellation notice, which is to be delivered to the Landlord, 300 Lucado Place, Lynchburg, Virginia 24504. In the event Occupant fails to provide such written notice, Occupant will be responsible for the full rental fee.
4. **RENTAL PERIOD:** Space rented is either hourly or full day rental for weekday rentals. Space rented is full day for weekend rentals. Full day rentals must conclude no later than 12:00AM and are not to exceed an 8-hour total period, including setup and clean up time. On occasion, the day prior to the rental may be available for some client setup and decorating—this can be arranged with the Landlord based on space availability. The opening time of the building must be arranged with the Landlord. Occupant must plan with their caterer to deliver and set up on the date of the event unless otherwise agreed. Rental companies may deliver before the rental date with prior approval. To the extent possible, all items must be removed on the date of the event. The Landlord will not be responsible for receiving any items for the event, nor for the pickup of any items from the event. Occupant must prearrange this with vendors.
5. **JANITORIAL SERVICES:** Landlord is not equipped to provide janitorial services during major events. The Occupant is responsible for securing janitorial services during the event if trash removal, trash can exchange, etc. is required. Additionally, Occupant is responsible for janitorial at the conclusion of the event, and after any rental equipment has been picked up. A listing of suggested janitorial service providers is available at this link <https://business.lychburgregion.org/list/category/janitorial-services-149> A clean-up fee of up to \$100 will be assessed if meeting room is not returned to its original state.
NOTE: If your event is only a one or two hour meeting not requiring trash removal or any other janitorial services during your event, the Alliance can provide post event janitorial as part of our existing janitorial contract. This clean up fee will be \$45 per hour.

Cleaning Checklist

- Chairs and tables must be straightened and returned to original location
 - Clean food and trash from tables, chairs, and floors
 - All event decorations, paperwork, etc. removed/discarded
 - Trash cans emptied
 - Trash bags delivered to outside dumpster
 - Vacuum (vacuum provided by Landlord)
 - Caterer's cleaning responsibilities (see #10)
6. **OCCUPANT CLEANING RESPONSIBILITIES:** At the conclusion of the allotted rental time, the Occupant is responsible for the clearing of all items brought in which are not the property of the Landlord. Dishes, silverware, and table linens which are rented from an outside source may be picked up on the next working day if pre-arranged with the Landlord. It is also the Occupant's responsibility to fold and stack all rented tables and chairs next to the door for pickup. Occupant acknowledges cleaning, trash removal and removal of equipment and re-setting up of Landlord's tables and chairs have to be done as set forth above and is critical to Landlord's operation of its facility. Occupant also agrees that in the event any of the items set forth above are not done within

agreed upon time frame, Landlord without prior notice to Occupant shall have the right to perform any agreements not done and invoice the Occupant as additional rent which shall be deducted from the security deposit. Any money owed in excess of said deposit shall be invoiced to Occupant as additional rent and due in full five (5) business days from receipt of the invoice.

7. **DAMAGE:** The Occupant is responsible for any damage to the building, equipment, fixtures or décor caused by Occupant, vendors or guests. The Occupant agrees to reimburse the Landlord for any and all damages to the facility and/or equipment resulting from the use of the facility during the rental period. The Alliance will be held harmless by the Occupant for any loss of or damage to any equipment, fixtures or décor of any third party. The Occupant shall report any broken or damaged item to the Landlord promptly.
8. **LIABILITY INSURANCE:** Occupant will provide the Landlord a Certificate of Liability Insurance with a limit of \$1,000,000.00 for the date(s) of usage at least 14 days prior to the event. Liability for Lost or Stolen items: Landlord does not assume responsibility for any stolen or lost articles left in the facility prior to, during, or following an event.
9. **INDEMNIFICATION:** Occupant shall to the extent-caused by the omissions or negligence of Occupant or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Property, indemnify defend and hold harmless Landlord and its subsidiary and related entities, and its respective officers, directors and employees from and against any and all liability, damage, penalties or judgments arising from injury or death to person or persons or damage to property sustained by anyone in and about the Premises during the period of Occupant's occupancy. The Occupant shall at its own cost and expense, defend any and all such suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such aforementioned matter or claim. The foregoing provisions shall not be construed to make Occupant responsible for defense costs, loss, damage, liability or expense resulting from injuries to third parties to the extent caused by the negligence, omissions or intentional misconduct of Landlord or its officers, contractors, licensees, agents, employees of other tenants of the Premises.
10. **SET UP:** This contract includes the use of 20 rectangle tables, 27 60" round tables, 8 72" round tables, and 97 chairs, which are the property of the Landlord, general lighting and general sound. The Occupant is responsible for the set up or removal of any equipment rented and/or provided by the Occupant. The Occupant will provide linens, china, glassware, or silverware. There are 350 metal chairs that may be available for use which are the property of Liberty University.
 - a. **SET UP PLANS:** Occupant shall provide the Landlord in writing all set up plans and number of expected guests no later than 7 days prior to the event.
 - b. **ADDITIONAL TIME FOR SET UP:** If the Occupant needs additional time on the day before or after the rental for set up or tear down it may be provided based on space availability in 2-hour blocks to be arranged with the Landlord.
11. **CATERERS:** A list of Alliance member caterers will be provided and their use is encouraged. The name and contact information of selected caterer must be given to the Landlord upon signing the contract. Kitchen is not equipped for food preparation and must be done offsite. Kitchen is available for food holding and food set up. Caterers must provide protective covers (tablecloths) for tables used in the kitchen.
 - a. **CATERER'S CLEANING RESPONSIBILITIES:** The kitchen must be left clean. Kitchen floors must be mopped, trash and empty boxes taken to the dumpster (dumpster is located outside the catering entrance). Brooms and mops are provided. It is the Occupant's responsibility to make sure their caterer is aware of the cleanup requirements and that the cleanup is completed.
12. **ALCOHOLIC BEVERAGES:** If alcoholic beverages are being served, Occupant agrees to abide by all State, Federal and local laws relating to the sale and/or consumption of alcoholic beverages, specifically including, but not limited to, minimum age requirements, and must make sure all required licenses are obtained. A copy of the ABC license must be provided to the Landlord three (3) business days prior to the event. The Landlord shall not be liable for any injury incurred on or off the premises due to alcoholic consumption and retains the right to stop distribution of alcoholic beverages.
13. **PARKING:** Parking is free and on a first-come, first-served basis in the City's Court Street Parking Lot.
14. **SPECIAL CONDITIONS:**
 - Tape, tacks, or nails may not be used on equipment, walls or ceilings
 - All helium balloons must be weighted prior to placement in the facility
 - Nothing may be attached to the walls or drapes without written permission from the Landlord
 - Glitter or confetti of any kind is not permitted

- Bubble machines, smoke machines or anything that would leave a residue on the floor, walls or ceiling will not be permitted.
- Amplified sound devices and/or other noise-making equipment are subject to regulation by the Landlord. Noise/volume should be kept at a level not to disrupt the normal functions of the Landlord.

- 15. USE OF OPEN FLAME DEVICES:** Open flame candles without enclosed protection shall not be used for any decorations, flower arrangements or centerpieces. All candles shall be enclosed in a glass globe which will be tall enough so that the candle flame does not protrude above the top of the globe. No open flame cooking devices shall be used unless authorized by the Landlord representatives. The use of "sterno" is allowed only to keep prepared food warm on the food presentation table. Sparklers are not allowed on the premises.
- 16. SMOKING:** Smoking or vaping is not permitted, the facility is a non-smoking facility, including the parking lot and grounds. The Occupant is responsible for enforcing this smoking policy.
- 17. ANIMALS:** Other than assistance animals for the disabled, user shall not permit anyone using the facilities to bring animals.
- 18. ATTORNEYS FEES:** In the event of any action or proceeding brought by Landlord against Occupant under this agreement, the Landlord shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees.
- 19. LIMIT OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS; OR BUSINESS INTERRUPTION) HOWEVER USED UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE).
- 20. FORCE MAJEURE:** The Parties ability to execute this Agreement is subject to the Acts of God, including but not limited to hurricanes, flooding, earthquakes, pandemic, fires, power outages, etc., as well as any government intervention, staff disputes and strikes, civil disorders, terrorism, or other emergencies. Should the event be canceled through a Force Majeure event, all fees paid by Occupant to Landlord will be returned to Occupant within thirty (30) days.

I hereby declare that I have read, understand, and agree to the above said Terms and Conditions for Rental of the Lynchburg Regional Business Alliance facility and that all terms and conditions are binding between both parties.

Dated this _____ day of _____, 20_____.

By: Lynchburg Regional Business Alliance

Occupant Signature

Printed Name

The Alliance has collected the following:

- Signed Agreement
- Event Deposit
- Security Deposit
- ABC License (if applicable)
- Insurance Certificate(s)
- Key Policy Form (if applicable)
- Final Payment

Title