



**BOYS & GIRLS CLUBS
OF SOUTHEAST VIRGINIA**

Building Rental Policy

Rental Requirements

Once a request is granted, a Building Rental Agreement must be completed and signed. All agreements have the final approval of the Director of Operations. The Club will require a deposit equal to one hour's rent that will be due to the Administrative Offices no later than one week prior to the date requested. The renter must be 18 years of age or older and must supply valid contact information, such as address and phone number(s).

If the renter's event concludes with no building or property damage, the renter's deposit will be returned minus rental charges within five (5) working days.

The building will be inspected immediately following the event by a staff member. It is advised that the renter inspects the building along with the staff member. The staff member will make the determination at that time if the damage is due to the event. Any damage to the building, its contents, and property caused by the renter or any of the guests/attendees of the renter event are the responsibility of the renter. The deposit will be held until invoices or estimates for repairs are received. The renter will be expected to reimburse the Club for any expenses beyond the deposit to repair and/or replace damaged or broken property. The renter may be prohibited from renting space in the future and subject to forfeiture of the deposit.

The Boys & Girls Club of Southeast Virginia reserves the right to waive rental fees for groups and organization with which we have reciprocal use agreements.

Liability

General liability insurance, naming the Boys & Girls Club of Southeast Virginia as additional insures, is required. Specific limits are listed below:

COMMERCIAL GENERAL LIABILITY: Upon execution of this Agreement, and prior rental renter shall carry commercial general liability. The coverage shall have limits not less than: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury

Prohibitions

No alcohol is permitted on the premises of the Boys & Girls Club of Southeast Virginia. The premises are defined as the parking lot and the sidewalks adjacent to the building. Staff members are instructed to ensure that individuals who refuse to cooperate with any Club policies are removed from the premises.

Boys & Girls Club of Southeast Virginia is a non-smoking facility. No smoking is permitted inside or outside of the building.

All rental contracts are subject to the approval of the Director of Operations.

Boys & Girls Club of Southeast Virginia

USE AGREEMENT

Terms and Conditions

1. Description of Premises – The BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA agrees to permit Licensee to use the property identified in the Agreement as “Facility” according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility, except those which the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA expressly excludes by so notifying the Licensee’s representative upon his/her arrival at the Facility.

2. Use of Premises and Schedule – During the term of this Agreement, Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Licensee shall notify the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA of the nature of its program, and shall promptly supply the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA with information concerning the program upon request by the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA.

7. Use Fees and Costs

- Breakage and Damage – Licensee agrees to pay the BOYS & GIRLS CLUBS OF SOUTHEAST VIRGINIA the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee’s use.
- Payment Terms – Licensee agrees to deliver payment in full to a representative of the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA prior to Licensee’s departure from the Facility. Exceptions must be approved by the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA prior to arrival. Licensee agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

8. Liability for Injury to Persons or Property

- Licensee agrees to supervise and to assume full control and responsibility for any persons, entities or things other than the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA personnel or property who/which are, for any reason, on the Facility by reason of Licensee’s program or use of the Facility.
- Licensee agrees to defend, indemnify and hold harmless the BOYS & GIRLS CLUBS OF SOUTHEAST VIRGINIA and its past present and future members, directors, officers, employees, agents, and independent contractors and its and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of in any way connected with Licensee’s actions and/or failure(s) to act in respect of its use of the Facility.
- For the purpose of this section, “any person” includes, but is not limited to, Licensee’s agents and employees, participants in Licensee’s program, and Licensee quotes visitors.

9. Miscellaneous

- Licensee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- This Agreement may be altered or amended only by written agreement of both parties.
- The BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA reserves the right to require that the Licensee remove from the Facility any persons in, or in any way connected with, Licensee’s group who, in the sole opinion of the BOYS & GIRLS CLUB OF SOUTHEAST VIRGINIA, are creating a disturbance or who are otherwise disrupting activities on said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.
- Licensee agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.

- **NO BALLOONS IN THE BUILDING.**

10. Termination

- The BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA may terminate this Agreement without any liability upon thirty (30) days prior written notice to Licensee either 1) without cause or 2) upon a determination by the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, the Department of Public Health and Safety or any statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA.
- In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA receives written notice of the termination no later than 21 days prior to the event.

- A. Requesting Organization: _____
- B. Type of activity or program: _____
- C. Rooms of facility requested: _____
- D. Dates: _____
- E. Hours: _____
- F. Charges: _____

Please sign below indicating agreed upon dates, times, costs, and services the BOYS & GIRLS CLUB of SOUTHEAST VIRGINIA will provide, and return it to the office of the BOYS & GIRLS CLUBS of SOUTHEAST VIRGINIA.

* _____ will obtain an insurance certificate naming the BOYS & GIRLS CLUB OF SOUTHEAST VIRGINIA as additionally insured.

Director of Operations Date

Licensee Date