

Senior Center, Inc.
1180 Pepsi Place
Charlottesville, VA 22901
(434) 974-7756 Fax: (434) 974-7510

ROOM RENTAL CONTRACT

Name of Group: _____ Purpose: _____ Event Date: _____
Represented by: _____ Member Guest Start: _____AM/PM
Address: _____ # of Participants: _____ End: _____AM/PM
City/State/Zip: _____ Caterer: _____
Phone (w): _____ email: _____
Phone (h): _____ Cell: _____

ROOMS REQUESTED:
A B C K BR MR_____

CHARGES: \$ _____ + **Damage Deposit** \$ _____ = **Total** \$ _____
Less initial deposit \$ _____ (Ck. # _____ Dated _____) = **Balance Due** _____

This agreement (the "Agreement") is made this _____ day of _____,
_____, between _____ (the "Renter") and Senior Center,
Inc.

Senior Center, Inc. owns and operates the facilities located at 1180 Pepsi Place, Charlottesville, VA 22901 (the "Center"), and provides use of the Center to its members, their guests and the community to host business and social affairs.

The Renter acknowledges that Senior Center, Inc. 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 Renter further acknowledges that renting a room or rooms at the Center comprises valuable consideration.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Senior Center, Inc. and the Renter agree as follows:

1. That the Renter must execute the Agreement and provide Senior Center, Inc. with a \$400.00 **non-refundable** deposit and photo identification to secure a reservation at the Center. The total balance of the rental event is due thirty (30) days before the scheduled event;
2. That the Renter will pay Senior Center, Inc. a Damage Deposit of \$300.00 with the final payment. If damage or loss is incurred to Senior Center, Inc., the Center, or its property, including, but not limited to, carpets, equipment, kitchen facilities, stage area, floors, tables and furniture, the Renter will be held responsible for the full amount of the damage. In addition, the Renter will be responsible for Senior Center, Inc.'s reasonable attorneys' fees and costs incurred in collecting any amounts owed by the Renter for damages or loss incurred by Senior Center, Inc. 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 the Renter. The Damage Deposit, less any expenses incurred, will be returned by Senior Center, Inc. to the Renter within thirty (30) days following the event date, if the amount is without contest;

3. That Senior Center, Inc. will provide a security guard for non-reoccurring events which take place during non-operational hours unless the Renter and Senior Center, Inc. agree otherwise. The fee for the security guard is included in the total rental payment;
4. That only caterers approved by Senior Center, Inc. and who have entered into the Catering Agreement with Senior Center, Inc. are permitted to use the kitchen. Renters using anyone other than an approved caterer to provide food at the event will not have use of the kitchen;
5. That the Renter understands that Senior Center, Inc. will not approve of any caterer unless and until the caterer presents a business license and either a Health Department Certificate or a Food Service Manager Certificate to the Program Director. An approved caterer's use of the kitchen is limited to the oven (microwave or convection) for warming purposes only, and use of sinks and counter tops. Use of Senior Center, Inc.'s refrigerator, freezer, dishes, pots, pans and dishwasher is **not** permitted;
6. That the Renter is responsible for understanding the caterer's role, responsibilities and obligations;
7. That the Renter will ensure that all food and beverages are kept inside the rented rooms rented and not permitted in the lobby or carpeted areas;
8. That **NO SMOKING** is allowed anywhere in the building, including the restrooms;
9. That the Renter will provide a guest list to the Program Director **two (2) business days** before the event date. No general public admissions at the door are permitted. Events must be by invitation only;
10. That the Renter is responsible for communicating with the caterer and other vendors regarding time requirements so that the Renter may plan for the building to be open for the necessary set-up and clean-up time required by the caterer or other vendors. Set-up and clean-up time will be included in the hours of rent and the Renter may be subject to additional charges;
11. That the Renter will ensure that decorations or other items are **not** taped, nailed, tacked, or otherwise attached to any part of the building including, but not limited to, the walls, columns, and ceiling of the Center. That the Renter will **not** use birdseed, rice, confetti and glitter inside or outside the Center;
12. That Senior Center Inc.'s equipment including, but not limited to, the AV equipment, sound equipment, projector, screen and piano, will not to be used or disturbed in any manner unless the Renter has made special arrangements with the Program Director;
13. That if alcoholic beverages are to be served, it is the responsibility of the Renter to contact the Virginia Department of Alcohol Beverage Control (977-2974) and apply for a banquet license. No refunds will be issued by Senior Center, Inc. due to the Renter's inability to obtain a license. A copy of the license must be submitted to the Program Director seven (7) days in advance of the event. The actual license must be prominently displayed during the event according to ABC regulations. The Renter is responsible for complying with all ABC laws;
14. That the Renter will obtain a certificate of insurance for the event with a minimum of \$500,000 if no alcohol is served or \$1,000,000 if alcohol is served, naming Senior Center, Inc. as an additional insured. A copy of the certificate of insurance will be submitted to Senior Center, Inc. at least thirty (30) days in advance of the function;

15. That Senior Center, Inc. will not be responsible for coordinating the event and that the Renter is responsible for coordinating the pickup and delivery of all rental items including, but not limited to, dishes, helium tanks and linens. That the Renter will remove all items from the premises at the close of the rental event. Senior Center, Inc. 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;
16. That Senior Center, Inc. will set up tables and chairs for a rental function **if** the renter selects a diagram from the approved list of options **and** submits it to the Program Director at least **two (2)** weeks prior to the event. Senior Center, Inc. will not be responsible for changes made after that time. The stage in room B, seating in room C and the piano and organ are considered permanent fixtures and will not be moved;
17. That the maximum capacity of all three ballrooms combined is 300 people without a dance floor and 250 people with a dance floor. Each individual ballroom has a maximum capacity of 100 people;
18. That if the Renter chooses to rearrange the tables and chairs provided by Senior Center, Inc., the furniture will not be dragged or pulled across the floor. When moving tables and chairs, the Renter will pick up the item so that floor surfaces do not become scratched or otherwise damaged;
19. That the Renter is responsible for placing all trash items, food and debris in the trash cans provided, cleaning all spills, and leaving the facility, surrounding area and parking lot neat and presentable. Specifically, the Renter agrees to the following:
 - a. Robey Rooms. The 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;
 - b. Trash and Recycling. The Renter will remove recyclable materials from the Center. Senior Center, Inc. does not have the capability to collect recyclables. At the end of the event, the Renter will collect all trash items from the Center including, but not limited to, trash located in the receiving area, Robey Rooms, building perimeter, Rose Garden and parking lot and place them in the appropriate receptacle and transport them to the outside dumpster. The combination to the dumpster lock is 4444;
 - c. Cleaning Supplies and Equipment. Senior Center, Inc. will provide brooms, mops, dust mops, buckets, floor cleaner and trash bags. The Renter is responsible for supplying or having the caterer supply other necessary cleaning items;
20. That a non-profit organization will receive a 20% discount upon proof of a 501-C-3 certificate and a Senior Center, Inc. member acting as host of the event will receive a 20% discount;
21. That 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;
22. That Senior Center, Inc. reserves the right to cancel or void this contract at any time if it determines that the Renter has made any misrepresentations to Senior Center, Inc.;
23. That rentals are not permitted for commercial enterprises or personal financial gain;

INDEMNIFICATION CLAUSE

The Renter agrees to indemnify and hold harmless Senior Center, Inc., its employees, agents and representatives, from and against all claims of whatever nature arising from any act, omission, or negligence of the Renter or of the 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 the Renter, its contractors, licensees, agents, employees, or invitees. The Renter also agrees to indemnify Senior Center, Inc., 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: _____

SENIOR CENTER, INC.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____