

Facility Rental Agreement

1. This Facility Rental Agreement (the "Agreement") is made by and between the City of Virginia Beach (the "City") and _____, whose address is _____ (the "Customer"), and governs the terms of use of the City's Virginia Beach Public Library Meeting Location(s), referenced herein below, by the Customer for a scheduled meeting or event ("Meeting").
2. **Indemnification:** Customer agrees to reimburse, indemnify, defend, and hold harmless the City, and its officers, directors, representatives and employees against any and all liabilities, claims, demands, suits, judgments, damages and losses, including, but not limited to, the costs, expenses, and legal fees in connection therewith or incident thereto, arising out of damage or injury to the property of the City, or to the person or property of third persons, including their officers, directors, agents and employees caused by the fault or negligence of the Customer, its officers, agents or employees.
3. **Modification:** There may be no modification of the Agreement, except in writing, executed by the authorized representatives of the City and Customer.
4. **Assignment of Agreement:** The Customer shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the contract or any of the Customer's rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Customer's remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by Customer's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by Customer's transferee. No part of the space covered by this Facility Rental Agreement may be subdivided or subleased without the written consent, in advance, of the City, and will in every case be subject to all of the same conditions, restrictions, limitations, and obligations as those imposed on Customer by the Agreement.
5. **Compliance with All Laws:** Customer shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in its use of the premises covered by the Agreement.
6. **Governing Law and Venue:**
 - A. **Contract interpreted under laws of Virginia.** The Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the Agreement shall be deemed to have been delivered and accepted by the parties in the City of Virginia Beach, Virginia.
 - B. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate state court of competent jurisdiction in the City of Virginia Beach or in the United States District Court for the Eastern District of Virginia, Norfolk Division.

- 7. Guest Count:** Final guest count shall not exceed the number specified in this Agreement without prior approval of the Library meeting room reservation coordinator ("Coordinator").
- 8. Elected Officials:** Customer shall disclose to the City whether the meeting room will be used for an event sponsored or requested by an elected official or a candidate for elected office. Customers shall also disclose the number of elected officials and candidates expected to attend the event. Disclosure will assist the City in complying with applicable laws and policies.
- 9.** Customer or its agent(s) must obtain final approval from the City for all activities planned for the Meeting. The Customer, its agents, employees, subcontractors and guests shall not enter or use areas, property or facilities of the City that are not covered by the Agreement. The City is not responsible for ensuring all guests at the Meeting are the Customer's invitees.
- 10. Conduct:** Customer is responsible for the conduct of Customer's guests attending the Meeting. Customer acknowledges that Customer has read the City's Virginia Beach Public Library Meeting Rooms Terms and Conditions of Use ("Terms") and agrees to comply fully with the Terms.
- 11. Security:** If either the City or the Customer determines security is necessary for a Meeting, the Customer shall be responsible for hiring security and paying all security-related costs and expenses. If the City determines security is necessary, the City shall provide written notice to the Customer specifying the type and amount of security required and the provision of such security shall be a necessary precondition of the Meeting. Upon request, the City shall provide a list of City-approved security providers.
- 12. Damages:** Customer shall be responsible for any damage or loss to the property or facilities of the City caused by Customer or any of Customer's guests, agents or employees which occur as the result of their use of the premises covered by this Agreement or as a result of their presence on the premises of the Library in connection therewith. Customer will indemnify and hold the City harmless against any claim, loss, or cause of action arising out of any loss or damage to personal property, including equipment or other items brought to the premises of the Library by Customer, Customer's agents or employees, or Customer's guests in connection with the Meeting contemplated by the Agreement. The City will not be liable for any damage, loss or theft of property entrusted to agents or employees of the City by Customer, or by Customer's agents, employees, or guests, during Customer's use of or presence on the premises of the Library in connection with the Meeting contemplated by the Agreement.
- 13. Authorized Representative:** The person executing this Agreement expressly represents that he or she has the authority to do so. If the Customer is a corporation, an unincorporated association, partnership or other legal entity, this Agreement shall be binding on such legal entity.
- 14.** This Facility Rental Agreement constitutes the entire agreement between Customer and the City, except as may be modified in accordance with Section 4 of this Agreement.
- 15.** The person reserving the meeting space must be 18 years or older and must be an authorized agent of the organization or group. There must always be at least one adult 18 years of age or older in the room.
- 16.** The Library's Acceptable Behavior Policy must be observed by all attendees. Meeting noise/voice levels must not disturb other library customers. At the Meyera E. Oberndorf Central Library, this includes not disturbing groups in adjacent meeting rooms.

- 17.** Groups may not collect money for merchandise, tickets, admission, tuition, or fundraising during reserved room time. Nonprofit membership-based groups may collect organizational dues in meeting rooms.
- 18.** Use of library meeting space does not imply library endorsement of the group or information being presented. Any publicity, including brochures, flyers, radio and TV announcements, newspaper ads, etc., must carry the name and contact information of the individual or organization sponsoring the meeting. The library must not be identified or implied as a sponsor. The library telephone number may not appear on the publicity. Groups must not use the library logo, use the library as a mailing address, or include the library in marketing materials except as the location of the event.
- 19.** Groups/individuals must include set up and clean-up time when making reservations. No extra time is given for this; it must be within the reserved time.
- 20.** No flame of any kind (open or in containers) or fire hazards are permitted. Fire exits must remain clear at all times.
- 21.** At Meyera E. Oberndorf Central Library, dancing or other activities that involve pounding or stomping on the stage floor, or wearing tap shoes or boots, are prohibited in the auditorium.
- 22.** Groups or individuals that have reserved the meeting room must not display signage, tents, merchandise, or furnishings outside of the meeting space or outside the building, unless given written permission by the Branch Manager. Tape or adhesives are not to be used on the floor, seats, walls, or painted surfaces in or outside the meeting rooms.
- 23.** A \$25 cleaning fee will be assessed to groups/individuals using the room if a library facility requires more than routine cleaning due to improper disposal of food or trash, un-emptied coffee pots, or other improper use or lack of cleaning.
- 24.** Repair or replacement cost due to damage to the facilities, furnishings and/or equipment will be billed to the organization or individual. The City of Virginia Beach is the sole determiner of who performs repairs on City property. At the TCC/City Joint Use Library, Tidewater Community College is the sole determiner of who performs repairs.
- 25.** The library cannot guarantee privacy for any meeting. Staff reserve the right to enter the meeting room at any time. The kitchen at the MEO Central Library is shared by meetings in both Folio and Libris Meeting Rooms.
- 26.** For groups including children, the Library endorses the staff-to-children ratio requirements as defined by the Virginia Department of Social Services, Division of Licensing-Children's Programs, and it is expected that the group will follow these requirements.
- 27.** No material can be stored in advance for groups using library meeting rooms. Group members are responsible for their own belongings.
- 28.** Total number of people in the room cannot exceed posted occupancy loads as per the fire code.
- 29.** The library is not responsible for taking registration for non-library endorsed events.
- 30.** The library reserves the right to revoke meeting room privileges if terms of use and policies are not followed.

**City of Virginia Beach, Department of Public Libraries
Facility Rental Agreement**

Group or Individual Name: _____

Address: _____

Contact Name: _____

Email Address: _____ **Phone Number:** _____

Room Location: _____

Reservation Date(s): _____

Please sign below and date, indicating you fully understand and agree to the terms and conditions of this Agreement.

Customer's Signature

Date

Print Name

Title

City of Virginia Beach, Department of Public Libraries

Form Previously Approved as to legal sufficiency: Aimee K. Sullivan, Associate City Attorney