## Curdsville Community Center, Inc 122 School Road Dillwyn, VA 23936 Mailing Address P.O. Box 212, Dillwyn VA 23936 For questions contact 540-312-8246

## **Rental Agreement**

| The Curdsville Community Center, Inc., hereafter referred to as LESSOR and |                                     |                           |                   |  |
|--|-------------------------------------|---------------------------|-------------------|--|
| , herea  | fter referred to as <b>RENTER</b> . |                           |                   |  |
| Whereas <b>RENTER</b> agrees to a short-term re                            | ental of the Curdsville Commu       | ı <b>nity Center</b> , he | reafter referred  |  |
| to as <b>FACILITY</b> , on the day of in the                               | month of ,                          | for h                     | ours, starting at |  |
| AM/PM (circle) and ending by   |                                     |                           |                   |  |
| □Meeting; □Party; Educational Event; □Po                                   | olitical Event; or □Other explain   | :                         |                   |  |
|  |                                     | _                         |                   |  |
| NOW THEREFORE, for the full and adequa                                     | te consideration, all parties her   | eby agree to the          | following rental  |  |
| of the FACILITY at the current rate:                                       |                                     |                           |                   |  |

**FACILITY RENTAL FEE**: \$50 per hour rental fee for non-members and \$30 per hour for anyone that has been a member in good standing for more than two (2) years, with an additional free hour to cover both set-up and post event clean-up of the FACILITY. Waiver of the **RENTAL FEE** will be covered in the **TERMS AND CONDITIONS** section. Long term or recurring events may be approved by the Board of Directors on behalf of the **LESSOR** and specified in an addendum to this RENTAL AGREEMENT.

**EQUIPMENT RENTAL FEE**: Tables and Chairs are available to rent by members. The rental fee is \$10 per table and includes six chairs. Renter is responsible for removing the tables and chairs, bringing them back clean and placing them in the same location as they were found.

**SECURITY DEPOSIT**: The security deposit of \$200 is required with the **RENTAL FEE**. Both are due at the time the contract is signed. In the event the **FACILITY** is left without cleaning or making arrangements to clean, the **LESSOR** will pay to have the **FACILITY** cleaned and the cost will be subtracted from the **RENTER'S** deposit. Any structural or physical damage to the property, chattels or trade fixtures and furnishings will result in automatic forfeiture of the deposit. Additionally, legal remedies may be sought beyond what insurance might cover.

**INSURANCE:** The **RENTER** is responsible for providing a certificate of event insurance to cover the time and use of the **FACILITY**. Typically, this can be obtained from the **RENTER'S** personal insurance agent through their homeowner or renters insurance policy. If the **RENTER** does not have an insurance provider

of their own, insurance may be available from the **LESSOR'S** insurance provider (W.A. Waston & Sons 434-392-4177) at current rates.

**NONPROFIT AND GOVERNMENT MEETING RENTAL:** Nonprofit, business, community based organizations, government agencies, Churches and faith-based organizations seeking recurring rentals may negotiate an addendum to the **RENTAL AGREEMENT**.

**FUNERAL RECEPTIONS AND WAKES:** There will be no rental fee for any member of Curdsville Community Center or immediate family member of the member up to a 3 hour limit. The Renter must leave the Community Center clean with tables and chairs where they were found before the event.

## **TERMS AND CONDITIONS:**

**SMOKING, OPEN FIRES AND PYROTECHNICS:** Absolutely, **NO** open fires or pyrotechnics are allowed in the building or on the premises. A designated smoking area is situated outside in the parking area, NO Smoking in the building. A receptacle for cigarette and cigar butts is situated outside in the parking area and must be used to dispose of cigarettes and cigars..

**ALCOHOL AND CONTROLLED SUBSTANCES:** No illegal narcotics or controlled substances will be permitted anywhere on the property. No alcoholic beverages of any kind will be allowed on the premises, without first obtaining an event insurance policy that covers the use of alcohol. No alcohol will be consumed or distributed outside of the building. Typically, this can be obtained from the **RENTER'S** personal insurance agent through their homeowner or renters insurance policy. If the **RENTER** does not have an insurance provider of their own, insurance may be available from the **LESSOR'S** insurance provider (W.A. Waston & Sons 434-392-4177) at current rates.

**TIME RESTRICTIONS:** The building and premise must be vacated to comply with local curfew ordinance. Noise ordinance curfews must also be adhered to. Allowance can be made for cleanup the next morning with **LESSOR'S** approval.

**LAWS AND REGULATIONS:** The regulations and Codes of Virginia and applicable Federal Statutes govern this contract. All remedies must be sought by competent jurisdiction under the advice and representation of legal counsel.

**CANCELLATION:** If for any legitimate reason, the **RENTER** would be unable to complete the terms of this contract due to unforeseen events beyond their control, the **RENTAL AGREEMENT** would be void at the **LESSOR'S** discretion.

**SEVERABILITY:** In the event that any part of this agreement is deemed by a court of competent jurisdiction to be invalid, the remaining terms and conditions shall be deemed to remain in effect.

**HEALTH AND WELLNESS PROVISION:** Anyone showing symptoms of severe illness will not be permitted on the property. In order to assure individuals safety and well being, they are advised to visit the

CDC and Virginia Department of Health website for the most current information regarding treatment and prevention of the spread of viruses and communicable diseases.

**ACCOUNTABILITY:** Adults will be accountable for their actions, those of their minor children and their guests. The **RENTER** is responsible for their guests and observing the rules.

**UTILITIES:** The **LESSOR** will turn on A/C or Heat prior to the rental event. To avoid a deduction from the security deposit, the **RENTER** must turn off all lights and , A/C or heat depending on the season before closing and locking the **FACILITY**.

**RESTRICTIONS:** The rental agreement includes the principle structure, parking and driveway. The Hunt Club in the rear and all out buildings are restricted and not included in this agreement.

**HOLD HARMLESS and INDEMNIFICATION:** The **RENTER** agrees to hold the **LESSOR** harmless and indemnifies free from injury, financial or legal burden, and defends the **LESSOR** from claims or damage arising from the **RENTER'S** use of the **FACILITY**.

**ACKNOWLEDGEMENT:** The **RENTER** is responsible for any acts of damage or accident by guests arising out of the aforesaid use of the premise. If the security is not enough to cover any damages that may occur, the **RENTER** will be responsible for additional money to the **LESSOR**.

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|-----------------------|-------------------|--------|--|
| RENTER                | TITLE or BUSINESS | , DATE |  |
| LESSOR REPRESENTATIVE | TITLE or BUSINESS | , DATE |  |
| Revised August, 2024  |                   |        |  |

I, the **RENTER** have read, understood and agree with all the terms or this agreement.