



FACILITY USE AGREEMENT

This Agreement, made this _____ day of _____ by and between the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "CITY," and _____ hereinafter referred to as "LESSEE."

NOW, THEREFORE, WITNESSETH: That the CITY and the LESSEE for the consideration hereinafter set forth, hereby mutually covenant and agree as follows:

1. The CITY agrees to lease to LESSEE

- ___ Colonial Education Center
- ___ Lynnhaven House Grounds
- ___ Francis Land House
- ___ Francis Land House Grounds
- ___ Other: _____

together with the usual entrances and exits to the same and such additional spaces as LESSOR at its discretion shall allocate to the CITY, to be used for the sole purpose of _____

on the following date(s) _____

from _____ to _____

2. The LESSEE agrees to pay the CITY as rent for said space the sum of _____ (_____) to be paid by _____ (45) days prior to lease date, plus an additional one-hundred dollar (\$100.00) non-refundable security deposit.

3. Should LESSEE desire to cancel this Agreement and if notification of such desire is given to the CITY in writing at least (14) days prior to, _____ 20__, the CITY shall retain as liquidated damages the \$100 security deposit paid by LESSEE, and both parties shall be relieved of further obligation hereunder.

4. It is understood and agreed that the LESSEE hereby assumes the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the LESSEE, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. LESSEE

agrees to indemnify and hold harmless the CITY and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement and (c) the performance of the work by LESSEE or those for whom LESSEE is legally liable. Upon written demand by the CITY, LESSEE shall assume and defend at LESSEE'S sole expense any and all such suits or defense of claims made against the CITY, its agents, volunteers, servants, employees or officials.

5. The LESSEE shall furnish a Certificate of Comprehensive General Liability Insurance in the amount of \$1,000,000.00 naming the City of Virginia Beach as an additional insured, or shall pay the insurance premium fee appropriate to the use as specified in the Tenant Users Liability Policy (TULIP).

6. The LESSEE shall obtain and keep in force, at his own cost, any licenses or permits as may be required by law, and shall pay all taxes, fees, and charges prescribed by applicable laws.

7. The LESSEE warrants that all copyrighted materials to be performed under this Agreement have been duly licensed or authorized by the copyright owners or their representatives and the LESSEE agrees to be responsible for all license and royalty fees incurred by reason of the performance and to indemnify and hold the City of Virginia Beach harmless from any and all claims, losses or expenses incurred with regard to.

8. The LESSEE expressly waives and relinquishes, and the LESSOR reserves and retains to itself, the right to operate, license, or permit others to operate during the period of this Agreement, any and all concessions at, on or in the rental property and premises.

9. The rent which is the subject of paragraph 2 of this Agreement includes staffing, i.e., supporting personnel that may be required as determined by the LESSOR and security. Said personnel shall be obtained by and shall serve under the supervision of the Manager and the LESSEE shall reimburse the LESSOR for any expenses incurred, if required by the LESSOR.

10. The LESSOR agrees to furnish sufficient overhead lighting and heat or air conditioning for the purpose set forth in paragraph 1. Any additional requirements must be requested in writing; and any necessary additional work will be performed under the Manager's direction, at the expense of the LESSEE, in addition to the charges previously specified in this agreement.

11. Should the facilities be destroyed, damaged or made impractical for use by any cause not caused by the LESSEE, its officers, agents, invitees or any other person employed by the LESSEE, the LESSOR may, at its discretion, terminate and void this Agreement, in which event the LESSOR shall return to the LESSEE any payment made in the accordance with the terms of this agreement. LESSEE expressly waives any and all claims for damages or loss of profit or other compensation should this Agreement be so terminated.

12. The LESSOR shall have the right to refuse to allow any materials, substances, equipment or objects which are likely to endanger life or property, to be brought onto its premises by the LESSEE or its agents. LESSEE agrees to remove any such materials, substances, equipment or objects when directed by the LESSOR as determined by its Administrator.

13. LESSEE shall be responsible for any and all damages to the premises and to the LESSOR'S property caused by the acts of the LESSEE or the LESSEE'S agents, employees, patrons or guests whether accidental or otherwise. LESSEE further agrees to leave the premises in the same condition as existed on the date possession thereof commenced, ordinary use and wear thereof expected.

14. The LESSOR does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management of its personnel and operation of the building, premises and parking area which are subject to the lease.

15. The LESSOR shall not be liable for any loss or damage of machinery, equipment, paraphernalia, costumes, clothing, scenery, trunks, exhibit material, musical instruments, or cases for same, or any other property of the LESSEE caused by theft, riot, strike, act of God, or any other cause of whatever kind of nature.

16. The LESSOR shall not be responsible for charges of any materials, properties, printed or advertising matter delivered for the LESSEE unless arrangements are made in advance by the LESSEE and deposit made for an anticipated amount to be paid; and the LESSOR shall not be held responsible for any loss or damage to items delivered as stipulated in paragraph 15.

17. LESSEE shall not assign or sublease the whole or any part of the premises without the prior written consent of the LESSOR.

18. No collections, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior consent of the LESSOR.

19. In the event of any breach by the LESSEE of one or more of the provisions of this Agreement, or any misrepresentation in obtaining said Agreement, the LESSOR may refuse to allow the LESSEE to take possession of the premises, or may terminate all activities and oust the LESSEE from the premises. The LESSOR, its agents, or employee shall in no way be responsible to the LESSEE for carrying out the actions authorized by this paragraph.

20. The LESSEE hereby agrees to sell or dispose of only such number of tickets or allow only such number of admissions for the event as in the judgment of the LESSOR can safely and freely be accommodated in the rented area(s). LESSOR reserves the right to eject unruly or disorderly persons from the premises.

21. It is agreed that the LESSEE shall provide the LESSOR up to Zero complimentary tickets or admissions for the event unless other arrangements are agreed upon in writing.

22. LESSEE agrees to have all of its advertising approved by LESSOR prior to its release.

23. Any matters not herein expressly provided for shall be decided by the judgment of the LESSOR, and such decision shall be binding upon the LESSEE.

24. Special conditions and provisions:

None

25. LESSEE indicates that LESSEE INFORMATION SHEET has been read and understood as indicated by his/her signature which said LESSEE INFORMATION SHEET is attached hereto and made a part hereof marked "Exhibit A."

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

City of Virginia Beach

LESSEE

EXHIBIT A

Virginia Beach History Museums Policies & Procedures

1. There shall be no smoking anywhere within the Francis Land House or Colonial Education Center.
2. Due to inadequate wiring, heavy-duty electrical musical instruments will not be permitted.
3. Due to the fragile quality of the original floors at the Francis Land House, it will be prohibited to drag across it pianos, carts, tables, or any item with casters.
4. Due to uncertainty of structural support, modern dancing will be permitted only in the cellar and modern section of the Francis Land House and in the Colonial Education Center.
5. Fires in the fireplaces shall be prohibited.
6. Candles are prohibited. _____
Initial
7. It shall be prohibited to touch, move, sit, or place food or beverage on any exhibit piece unless it is specified for use. If a piece must be moved, specific approval must be obtained from the Manager or Curator and the piece must be moved only under supervision of authorized staff.
8. Pouring of beverages shall be prohibited on the main floor of the Francis Land House.
9. Rice may not be thrown on the grounds. Birdseed is an acceptable alternative. No materials may be thrown inside the building.
10. No nails, tacks, staples, tape or adhesives may be used to attach decorations to walls, ceilings or structural members.

LESSEE INFORMATION SHEET

A. GENERAL

The following information is provided to facilitate the requirements of your special function with the regulations of the City of Virginia Beach and the Commonwealth of Virginia. This information is in addition to the provisions contained in your lease agreement. Should conflict occur between information herein and any lease agreement clause, the lease agreement shall govern.

B. HISTORY MUSEUMS STAFF

1. Any Museums Staff who may be present (e.g., the Manager, Curator, or Operations Assistants) is responsible for ensuring that your function is carried out in accordance with contractual requirements. Specifically, staff is responsible for all City personnel concerned with your function and for the security of the House. Staff duties may include giving tours of the house if their jobs require it. Staff will secure the rooms with exhibits. Staff is not to be expected to serve in any way.

Initial

2. When an event is catered, personnel belonging to the caterer shall recognize that at times the Museums staff may request his/her cooperation in one or more respects. Lessee must ensure that the caterer responds in a positive manner to these requests. This also pertains to bar help or other personnel engaged by the Lessee.

C. RULES AND REGULATIONS

1. Security for the Museums requires that Lessee provide:

- a. A written list of all personnel who will be using the facility, e.g., caterers, bar help, etc.
- b. A written list of all the items to be delivered to your function, including time of delivery.

NOTE: Please provide these lists to the Manager or designee no later than one week prior to your event. Personnel or items not on these lists will NOT be admitted without the express permission of the Manger.

- c. The time you set for your function must include set-up and break-down time.
- d. Your function must be ended with your guests exited from the facility by your end-of-function contract time.

2. The State Board of Health requires that:
 - a. They must approve the preparation and the preparers if you serve food or beverages to the general public.

NOTE: The City reserves the right to approve or disapprove food sources or preparers for all events. Board of Health may be invited to offer an opinion.

3. The Virginia Alcoholic Beverage Commission requires that you obtain a Banquet and/or Special Events mixed beverage license.

- a. You are serving alcoholic beverages at your function.
- b. The function is open to the general public.
- c. The function is held during normal visiting hours.

NOTE: All license arrangements are the sole responsibility of the Lessee.

D. FOOD AND BEVERAGE

Initial

1. All beverage service must be done with appropriate floor covering. Food and beverages may not be served on the main floor of the Francis Land House.
2. The food and beverage you provide for your function is your property. At the end of the function, disposition of leftover food or beverage should be as follows:
 - a. All beverages MUST either be removed from the premises or poured down the kitchen sink.
 - b. Food and Clean Up. You will be responsible for all clean-up related to your function, including disposition of garbage or unused food. Bagged garbage must be removed from the premises at the conclusion of your event.

NOTE: Unless you specifically advise the Museums Staff that they are invited to participate in your food and beverage hospitality, Museums policy will prohibit them from doing so. In no case may they consume alcoholic beverages during the function.

Please provide all information requested herein when you return your signed lease agreement.

CATERER INFORMATION

A. Catering personnel must park in specified areas. Deliveries may be made by the side entrance to the Francis Land House after notifying Museums staff.

B. Caterers must exercise caution when bringing supplies and materials into the Francis Land House and Colonial Education Center. Specifically, no tables, boxes, or other objects are to be placed against walls.

C. Catering personnel may only use areas specified by the Manager or designee.

D. No furnishings or objects belonging to the Museums may be moved without the specific approval of the Manager and then only under supervision of authorized Museums staff.

E. No materials, objects, or equipment belonging to the Museums may be used except with the approval of the Manager or designee.

Initial

F. Caterers must remove everything they bring onto the premises, including trash, debris, empty bottles and unused bags of ice.

G. Unless prior permission is specifically granted, all materials and equipment must be removed on the same day as the function.

H. Preparation and service areas are the kitchen, cellar, and lobby at the Francis Land House, and the kitchen, hallway, and great room at the Colonial Education Center.

NOTE: Because of the staining qualities of many beverages, all beverage services must be done with appropriate floor covering to protect the original flooring.

I. At the conclusion of the event, the rooms are to be returned to order. Service areas must be left in the condition found, with counters wiped clean and the kitchen floor broom-swept.

J. The Francis Land House does not have the facilities for cooking, chilling, freezing, or automatic washing. All food must be ready to serve and all utensil clean-up must occur off-property if such cleaning will deter proper exiting of premises by the end-of-function contract time.

K. The cost of repairing any damage or replacing lost equipment, attributed to the caterer, will be billed to the Lessee.

L. A supervisor from the catering firm must remain with the waiters throughout the function, including set-up, take-down and clean-up.

LESSEE SIGNATURE

DATE