

## RENTAL AGREEMENT FOR CITY OF SUFFOLK FACILITIES

The Lessee: \_\_\_\_\_ (Printed Name) has the authority to bind the organization to the following Agreement:

1. **Responsible Party:** Every organization, agency, or other entity as represented by the Lessee permitted to use Planter's Club shall be solely responsible for all personal arrangements related to its event, program or activity. The Lessee must be at Planter's Club at the designated opening hour to meet the building monitor and remain on site the entire time of the rental. Failure to meet the building monitor may result in a cancellation of the event and forfeiture of all fees to include deposit.
2. **Set-up/Break-down Time:** Reservation time includes set-up and breakdown. A penalty in increments of \$25 per 15 minutes may be charged in the event Planter's Club is not vacated by the stated contracted time.
3. **Clean-Up:** The Lessee is expected to remove all trash (ie. decorations, tablecloths, etc.) from the building and depose in outside dumpster. If the kitchen is included in the rental, counters must be wiped down, refrigerators left empty, stove, oven and microwave cleaned.
4. **Furnishings:** The City of Suffolk "City" for any event, program or activity, shall provide no additional equipment or furnishings other than those customarily in use in the facility. The Lessee is responsible for table coverings for any event. The Lessee's equipment must be removed immediately following the event.
5. **Fixtures:** The Lessee shall not make any changes in the wiring or plumbing systems. No nails, bolts, or screws shall be placed in the walls, floors or permanent fixtures of any facility.
6. **Liability Insurance:** For all events open to the public and events where an admission fee is charged, a Commercial General Liability insurance coverage with policy limits consisting of a General Aggregate Limit of \$2,000,000.00, a Products and Completed Operations Aggregate of \$2,000,000.00, Personal and Advertising Injury of \$1,000,000.00, Each Occurrence Limit of \$1,000,000.00, A Fire Damage Limit for Any One Fire of \$50,000.00 and Medical Expense Limit for Any One Person of not less than \$5,000.00, and naming the City of Suffolk, Virginia as an Additional Insured be required of any organization, agency or entity permitted to use Planter's Club. If the Commercial General Liability insurance includes either a deductible or retention, then it is hereby agreed and understood that the organization, agency or entity permitted to use the Planter's Club will be fully responsible for the assumption of all associated claims, investigative and settlement costs.
7. **Other Liabilities:** The Lessee shall be liable for any loss, damage, or injury sustained by any person whatsoever by reason of the negligence of the Lessee to whom such an agreement shall have been issued. The City may require such public liability insurance as deemed to be in the best interest of the City. The Lessee has reserved Planter's Club for 144 of attendees. Failure to maintain this capacity will result in cancellation of the event and forfeiture of all deposits and fees.
8. **ABC Licensing:** Any event where alcoholic beverages are to be consumed, the lessee must apply for and obtain an ABC banquet license from the Virginia Alcoholic Beverage Control Board and display such License at the event.
9. **Damages:**
  - The Lessee to whom the use of the Planter's Club is granted shall be responsible for any damage to the building, furniture, or equipment and all damage to the building, furniture, or equipment and all damages, claims and suits on account of injuries and/or damages sustained by third persons, firms or corporations arising or resulting from the use of the Planter's Club during the periods for

which rented. The Lessee granted use of the Planter's Club agrees to indemnify the City for all costs incurred with respect to any damage.

- The City reserves the right to retain the \$150.00 deposit fee when in their opinion damage and/or additional custodial work occurred as a result of the activity. This section, however, shall not relieve the Lessee to whom the use of Planter's Club is granted of their responsibility to the City for the cost over and above the deposit fee, for damage to the building, furniture, equipment or damage, claims and suits as a result of injury sustained by a third party due to accident or willful acts which may arise, during the period of use.

10.      **Security:** The security officers, the event staff or any employee of the Department of Parks and Recreation shall have the authority to remove any person or persons from the facility or the facility grounds who commits any violation of the ABC banquet license, the ABC law or a violation of any other law, state or local. The security officers, the event staff or any employee of the Department of Parks and Recreation shall have the authority to cancel the event if there is any violation of facility rules, regulations, violation of any law, state or local.
11.      **Loitering:** The Lessee is expected to keep all individuals attending the event inside of the building. Loitering around the building or in the parking lot is not allowed and will result in cancellation of the event.
12. N/A **\*Applies to the National Guard Armory Rentals Only:** Any permit issued for the use of the Armory will be void upon the official activation or special drill of the National Guard Armory requiring the use of the Armory and by acceptance of the permit, the Lessee relieves the City of any loss or damage caused by the cancellation of any contract caused by same. Rental and deposit fees paid will be refunded for such cancellation.
13.      **Required Licenses/Permits:** The license/permits must be presented to the Parks and Recreation Department at least ten (10) business days prior to the event for verification. Failure to do so will result in cancellation of the event and forfeiture of the rental fee.
14.      **City Codes:** All events, programs and activities shall be conducted in accordance with the City Code and with such policies as may be established by the City Manager and approved by City Council. The City Manager or her designee can cancel the event at her discretion.
15.      **Facility Grounds or Parking Lot:** If the grounds of Planter's Club or parking lot are used for anything other than parking, a Special Entertainment Permit may be required.
16. N/A **Dances:** The Lessee understands that an event with a dance floor open to the general public shall be classified as a Public Dance. In accordance to Article IV of Chapter 6 of the Suffolk City Code, the Lessee is required to obtain a permit from the Suffolk Police Department. A Special Tax Application must be filed with the Suffolk City Commissioner of the Revenue's Office if tickets are sold for the event.
17.      **Falsification of Information:** This application form shall be grounds for cancellation of said Agreement if any information is false. It is the Lessee's responsibility to read this form carefully and notify the preparer of any incorrect information before the issuing of the facility permit.
18.      **Fees:** Fees must be paid by cash, check or money order prior to use within ten (10) business days of the rental date. If final payment is made on the tenth business day prior to the event, cash, money order or cashier's check will be accepted. Failure to make payment within ten (10) business days of the rental date will terminate this agreement. Additional fees may be applied. Rental rates are subject to change without notice.

19. **Verification of Agreement:** It is agreed and understood that any violations of the terms listed in this Agreement shall cause termination of the Agreement and total forfeiture of all paid fees. By executing this agreement, the Lessee hereby states that he/she understands the terms of the Agreement and agrees to comply.
20. **Cancellation:** If the event is cancelled within 30 days of the rental date, 50% of the deposit will be retained by the City.
21. **Indemnification:** The Lessee agrees to indemnify and hold harmless the City of Suffolk, its Council members, officers, employees, and agents from and against any and all claims, losses, damages, fines, penalties, suits and costs, including but not limited to bodily injury, personal injury, accident, illness or death and property damages, arising out of any and all intentional and negligent acts and omissions caused by the Lessee, its employees, subcontractors, agents representatives or any person attending or seeking to attend the Lessee's event arising out of any breach, violation, or nonperformance of any covenant, condition, provision, or agreement in this Agreement and claims of every kind of nature, arising from or in connection either directly or indirectly with the Lessee's access to and use of the reserved facility.
22. **Liability:** The Lessee agrees to be liable to the City of Suffolk, its Council members, officers, employees, and agents for any and all damage to the City of Suffolk or its property, or injuries caused by the Lessee or by any of the Lessees' officers, agents, or employees, or by any person attending or seeking to attend the Lessee's event.

Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**FOR OFFICE ONLY**

Required Documentation	Date Due	Date Received
Photo Identification	07.15.2021	07.15.2021
Copy of Nonprofit Certification		
Public Dance Hall Permit		
Liability Insurance		
Special Entertainment Permit		
Security		
Health Department Food Permit (757-514-4754)		
Copy of Business License		
ABC License (757-825-7830)	07.22.2021	
Special Tax Application from Commissioner of Revenue		
Deposit		

**Printed Staff Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_