

Facility Event Space Usage Agreement

Cedar Creek Battlefield Foundation

Museum and Visitor Center

8437 Valley Pike, Middletown, Virginia, 22645
(540) 869 – 2064 - info@ccbf.us - www.ccbf.us

This contract for the reservation of a meeting venue is made this day, _____, by and between the **Cedar Creek Battlefield Foundation**, hereafter referred to as the Owner, and _____, hereafter referred to as the User.

Whereas, the User desires to temporarily occupy and make use of the Owner's venue, located at **8437 Valley Pike, Middletown, Virginia 22645**, and known as the **Cedar Creek Battlefield Foundation Museum and Visitor Center**, and whereas, the Owner agrees to such occupation and use in consideration of certain payments and covenants herein enumerated.

Now, therefore, the parties agree to the following Terms and Conditions:

1. Eligible organizations for venue reservation of the Owner's facilities include responsible local persons, organizations, agencies, and institutions. Hate groups are not eligible. A "hate group" is defined here as an organization that based on its official statements or principles, the statements of its leaders, or its activities, has beliefs or practices that are motivated in whole or in part by a bias against a race, national origin, religion, sex and/or disability. Requests from Historically Centered Organizations shall receive first consideration in the use of the facilities. "History Centered Organizations" shall refer to the following types of organizations, including but not limited to, Civil War Round Tables, descendant associations, historic preservation entities, reenactment units, and historical societies. Approved child and youth groups (such as Boy Scouts, Girl Scouts, or schools) shall also have priority over other adult groups. Meeting requests shall be approved on a first-come, space available basis.
2. No organization may use the buildings or grounds at any time or in any manner that will interfere with the regular operations of the Owner.
3. Meeting requests must be submitted at least seven (7) business days in advance to the Owner. In the event a scheduled event is canceled, notification must be given at least twenty-four (24) hours before the scheduled time. Any requests for the use of the Owner's facilities shall not be considered approved until the applicant/requester has received notice (via e-mail) that the request has been approved.
4. No one may possess, consume or serve any alcoholic beverage in or on the Owner's property.
5. Permission for bringing equipment such as concession stands, trucks, or other equipment on the Owner's property must be requested in writing thirty (30) days in advance before an agreement can be considered.
6. The parking of automobiles shall be restricted to designated areas.
7. Consumption of food or drink shall be limited to the designated and predetermined areas of the building.
8. No building keys nor related security procedures will be provided to any group.
9. No use of tape, nails, or adhesive materials shall be used on the walls. No physical modifications (including by not limited to painting or construction activities) shall be made to the Owner's spaces.

10. User shall remove all personal property, trash, and other items that were not present in the venue when User arrived, and will return the venue to its original state including but not limited to, the return of furniture to original locations, sweeping, mopping, or cleaning (if required), and any additional modifications performed by the User.
11. A staff member or other Cedar Creek Battlefield Foundation representative shall be present on site for all activities in the building. The presence of a Cedar Creek Battlefield Foundation representative does not relieve the User of responsibility for any damage to the property.
12. User will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of User or any of User's guests while User is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from User's use of the venue. The User shall be responsible for any amounts deemed necessary to repair damages inflicted upon the venue by User and/or User's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the reservation period, whether or not such persons did so with User's knowledge or consent. The organization that uses the building and grounds shall be responsible for the conduct of its members. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.
13. The User shall pay to the Owner the sum of \$_____ (at a rate of \$25 per hour with a two-hour minimum) no later than five (5) days prior to the reservation. This is a non-refundable contribution. Use of the Warming Kitchen for food storage and assembly/consumption (no cooking) is available for a \$10 additional fee.
14. Owner facilities are available for use from 10:00AM to 5:00PM. Additional hours from 5:00PM to 9:00PM would include an additional hourly fee of \$18 to compensate for any staffing that would be needed during that predetermined time. Except by special permission, a group shall not be permitted to remain after 9:00PM.
15. In the event that User fails to pay the balance due within the time period agreed upon in this contract, the User will be denied access to the venue and/or may lose their reserved time block.
16. The User shall have access to and use of the venue from _____ o'clock to _____ o'clock on _____, for the purpose of hosting the User's approved event.
17. The User expects _____ venue visitors with the understanding that there is a maximum number of 25 visitors permitted on the second floor facilities and 40 permitted on the first floor facilities.

