

**THE MUNICIPAL BAND OF CHARLOTTESVILLE, INC.**

**MUNICIPAL ARTS CENTER RENTAL AGREEMENT APPLICATION**

Name of Group (hereinafter "Tenant") \_\_\_\_\_

Type of Organization: \_\_\_\_\_ corporation \_\_\_\_\_ partnership \_\_\_\_\_ other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

Please describe the event(s): \_\_\_\_\_

Start Time: (including setup): \_\_\_\_\_

End Time (including cleanup): \_\_\_\_\_

Number of persons expected to attend: \_\_\_\_\_

**REGULATIONS AND TERMS GOVERNING USE OF THE BUILDING**

The Charlottesville Municipal Band, Inc. is grateful for the community support and generosity responsible for the establishment of the Municipal Arts Center and wishes to share the facility with responsible groups from Charlottesville, Albemarle County and other localities. The following regulations are intended to assist us to operate, maintain and preserve the facility. Your suggestions for improvements in the operation of the Center will be welcomed and acted upon. Violation of any term herein shall be a breach of this agreement and subject Tenant to immediate cancellation, in addition to any other remedy at law or equity.

The Building Rental Agreement Application will be due two (2) weeks in advance of your event. There is no guarantee of availability.

The Charlottesville Municipal Band, Inc. reserves the right to approve or deny use.

Tenant agrees to remove personal equipment and belongings and return the premises to their original condition at the completion of each use unless approved in advance for temporary storage.

All organizations will be billed for all scheduled uses of the building unless the management is notified, in writing, 30 days prior to a cancellation of use. All payments due from Tenant must be received within 30 days of the date of invoice. Any payments received after this date will be deemed late and subject to a service fee equal to two (2) percent per month of the outstanding unpaid amount.

Smoking is not permitted in the building.

Decorations may not be attached to the building. The use of tape, nails or any substance on walls, ceilings and floors is prohibited.

Keys may not be borrowed or reproduced. Access to the Center will be granted by the Manager of the Municipal Arts Center or an agent of the Charlottesville Municipal Band, Inc. In the event all keys are not returned, Tenant agrees to pay to have the entire building rekeyed and the necessary number of copies made.

The building will be cleaned and vacated by 11:00 pm.

The Charlottesville Municipal Band, Inc. will furnish a P.A. system, microphone and extension cord if requested

The Charlottesville Municipal Band, Inc. will furnish tables, chairs, restroom supplies, broom, dust pan and trash bags. In the event Tenant does not perform necessary cleanup or repair, Tenant agrees to pay all costs incurred as a result, including \$25.00 per hour for band members' time. Please use the renter checklist available in the MAC lobby.

Furniture and equipment owned by the Charlottesville Municipal Band, Inc. must be returned to their original location following each use.

Tenant agrees to indemnify and hold harmless the Charlottesville Municipal Band, Inc., its employees, officers, agents, and representatives from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant or of the Tenant's contractors, licensees, invitees, guests, agents or employees or arising from any accident, injury or damage whatsoever caused by any person, or to the property of any person, occurring or arising from any accident, injury or damage resulting from an act or omission on the part of the Tenant, its contractors, licensees, agents, employees, guests or invitees. Tenant also agrees to indemnify the Charlottesville Municipal Band, Inc., its officers, employees, agents, directors and representatives for reasonable attorney's fees and costs incurred as a result of any action or omission subject to this paragraph.

I, \_\_\_\_\_, representing \_\_\_\_\_, do hereby certify that I have read, understand, and agree to abide by the Regulations and instructions governing the use of the Municipal Arts Center, and agree to be held responsible for the facilities and property entrusted to me (us). I agree to hold the Charlottesville Municipal Band, Inc. harmless for any loss or liability arising from my (our) use of the Center and facilities.

In lieu of evidence of current liability insurance coverage for your organization in the amount of One Million Dollars (\$1,000,000.00) naming the Charlottesville Municipal Band, Inc. as an additional insured, all attendees will be required to sign a release of liability form. **If no insurance certificate is supplied or release of liability forms provided to the Municipal Arts Center upon the return of the keys, the deposit will not be refunded.**

In the event Court action is necessary to enforce any provision herein, Tenant agrees to pay all costs thereof, including reasonable attorney's fees and costs.

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Telephone numbers (day): \_\_\_\_\_ (night) \_\_\_\_\_ (cell) \_\_\_\_\_

I personally guarantee all obligations of the Tenant as set forth herein.

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

(optional)

Address: \_\_\_\_\_



Date Application Received: \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

Signature \_\_\_\_\_

Fee: \_\_\_\_\_ (includes costs of personnel to open/close facility, utilities, taxes, insurance, normal wear and tear, etc.) This fee is subject to change as of July of each year.

Please return the application to

The Municipal Band of Charlottesville Inc.

PO Box 6563

Charlottesville, VA 22906-6563