

Regent University
1000 Regent University Drive
Virginia Beach, VA 23464

FACILITY USE AGREEMENT

This Facility Use Agreement (hereinafter known as the "Agreement") is made and entered into on the _____ day of _____, 200__ by and between Regent University (hereinafter called the "Lessor") and _____ (hereinafter called the "Lessee"). The Lessee and the Lessor (hereinafter known as the "Parties") agree as follows:

1. The Lessor, in consideration of the agreed upon payments provided for in paragraph 4 of this Agreement, hereby leases to the Lessee the following premises: _____, on _____ from _____, (such period hereinafter to be known as the "Term").
2. A representative of Lessee must obtain a visitor pass from Administrative Services, located in room 116 of the Administration Building, for each vehicle that will be parked in a Regent University parking lot during the Term of this agreement. Lessee will sign out necessary keys for elevator, kitchen, or Library Atrium at this time. Opening of doors will be coordinated between the Office of Administrative Services and the CBN/ Regent University Police Department.
3. The Lessee shall use the facilities for the express activity of _____, and no other, without advance written permission from the Lessor. No activities of an improper, illegal or immoral nature shall be permitted. Lessee further agrees that neither Lessee's employees, agents, contractors, nor any Lessee guest will introduce any alcoholic beverages, tobacco products, or illegal drugs into the premises or into/onto any other property or facility belonging to the Lessor.
4. The Lessee agrees to pay the Lessor the sum of _____, payable by _____, in the form of a check or money order made payable to Regent University and remitted to Administrative Services in room 116 of the Administration Building, as payment for the Term of this lease, plus an additional fee as invoiced for necessary tables, chairs, table cloths, and table skirts and other various hospitality items. Lessee also agrees to pay the Lessor a refundable security deposit in the amount of \$100.00 due with the lease payment (please provide separate checks). Such refund of the security deposit, as may be owed to the Lessee after deduction of any amounts due in accordance with paragraph 6, shall be refunded after completion of the event, disposal of all trash, return of keys, and satisfactory inspection of the leased premises in accordance with paragraph 6.
5. Lessee agrees to provide a certificate of insurance, which includes Workers Compensation insurance sufficient to cover all employees, and Comprehensive Liability insurance and property damage insurance of no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury and property damage.
6. The Lessee shall maintain all personal property of the Lessor contained in the leased premises, including but not limited to, equipment, furnishings and furniture, in good condition and in good repair during the Term of this Agreement, and at the expiration of the Term shall deliver the same in

good order or condition. Lessee agrees that it will not do, or permit to be done, any injury or damage to any part of the premises or to any Lessor property or buildings, and further, to reimburse Lessor for the cost of repairing any such damage. Additionally, Lessee will leave all areas used clean and in good order. Lessee will place all trash in the dumpster outside of the Library Loading Dock. Lessee further agrees to pay for any carpet cleaning in the event that a spill or food use warrants such, for floor resurfacing in the event that scratches occur and resurfacing is warranted, and for any other cleaning not performed but required to return the premises to their condition prior to the lease. Such full or partial payment for damages and/or cleaning, as may be available, to be withheld from the security deposit provided for in paragraph 4. **ABSOLUTELY NO CANDLES, GLITTER, CONFETTI, OR THE LIKE ALLOWED. NO TAPE ALLOWED ON THE FLOORS. NO RED PUNCH ALLOWED AS IT STAINS THE LINENS AND THE FLOOR.**

7. The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and city government and of any and all departments and bureaus applicable to said premises and the activity described in paragraph 3, for the correction, prevention and abatement of nuisances, or other grievances upon or connected with said premises during said Term. It is wholly the responsibility of the Lessee to inform itself of these.
8. The Lessee shall pay all special taxes and assessments or license fees, or any other fees that be assessed or imposed by law or ordinance by reason of the use of said facilities, and shall keep the Lessor harmless and free from any loss, cost, damage or expense by reason of the same, as well as loss, cost, damage or expense by reason of any penalty or damage resulting from any violation of law or ordinance resulting from such use of said premises by the Lessee. It is wholly the responsibility of the Lessee to be aware of and comply with these laws and ordinances.
9. The Lessee shall not assign this agreement nor sublease the premises or any part thereof or make any alterations on the premises without the Lessor's consent in writing.
10. The Lessee agrees that the Lessor and his agent or other representatives shall have the right to enter into and upon the premises or any part thereof at all reasonable hours for the purpose of examining same or making such repairs or alterations necessary for the safety and preservation thereof.
11. To the fullest extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's use or misuse of the premises. The Lessor shall not be liable to the Lessee or any other person or corporation, including employees of the Lessor, for any damage to their personal property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes, theft or plumbing upon, about or adjacent to said premises, or otherwise liable to Lessee, its employees, agents, contractors, or guests, whether for personal injury, death or property damage unless caused by the gross negligence of the Lessor.
12. Lessee shall be in default of this lease, if Lessee fails to fulfill any obligation contained herein. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Lessor by reason of Lessee's default.

13. The covenants and agreements contained herein shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.
14. This Agreement shall be governed under the laws of the Commonwealth of Virginia, and the parties submit themselves to the exclusive jurisdiction of the Circuit Court of the City of Virginia Beach, Virginia, to resolve any disputes hereunder.

In Witness hereto, the Parties have agreed to set their hands and seals as of the day and year first written above.

For Lessor (Regent University)

For Lessee (_____)

By: _____

By: _____

Date: _____

Date: _____

ADDENDUM TO FACILITY USE AGREEMENT

1. Trash must to be removed by your group and taken to the trash compactor at the library loading dock. The back door to the library atrium must stay locked behind you, to protect our library collection.
Trash compactor instructions: turn the key located to the right of the compactor door and allow it to cycle through. Once the compactor stops making noise, you can open the door to deposit your trash. Close the door of the compactor when you are finished.
2. Linens should stay on the tables, but crumbs and trash should be removed.
3. Do not take down the tables or chairs.
4. Do not move tables, planters, or benches, as it may cause damage to the floor.
5. If you have a spill (liquid or solid) on the floor or benches, you are responsible for cleaning it up. There is a broom, dustpan, mop, and bucket if needed for cleanup.
6. Volume of microphones should not be at so high a level as to disturb students studying in library.
7. The phone number for Media Support is (757) 352-4105.
8. For campus police, dial (757) 226-2075.
9. For medical emergencies, dial 911.