

Town of Haysi
Rental Agreement for Building Use

This Rental Agreement, dated _____, 20____, entered into by and between the Town of Haysi and _____(name), _____(phone), _____(address) (hereinafter "Renter").

Terms and Conditions

Facility: _____

Event/Purpose/Function: _____

Term of Use: Starting ____/____/____ at ____:____ AM / PM

Ending ____/____/____ at ____:____ AM / PM

Rental Fee: \$____.____

Renter agrees that they have received, read, and agree to the Town of Haysi Building Use Policy (Building Use Policy) dated December 3, 2013, which is attached to this Rental Agreement as Building Use Policy Exhibit "A" and incorporated within this Rental Agreement by reference, and to which this Rental Agreement is subject.

Security Deposit: Renter shall sign a credit card authorization to the Town of Haysi in the amount of \$____.____ as a Security Deposit. The Town of Haysi shall not charge the credit card the security deposit if Renter completely complies with section seven (7) of the Building Use Policy.

Duties of Renter: Immediately upon entering the rented facility, Renter shall inspect the property for safety, dangers, and damage. Renter shall then immediately report such items on the attached inspection form Exhibit "B" .

Occupancy: Occupancy of the facility will be limited to _____ persons.

Limitation of Liability: Renter shall release, hold harmless and indemnify the Town of Haysi from all liability for any injury to Renter or guests, resulting from any cause whatsoever, including known or unknown dangers, including but not limited to acts of God and intentional or negligent acts of third parties. Further, Renter shall indemnify and defend the Town of Haysi against any claim for loss, damages, or injury. The Town of Haysi recommends that Renter obtain and maintain at all times during the term of this Rental Agreement a policy of commercial general liability insurance from an insurance company licensed to do business in the state of Virginia.

Breach and Liquidated Damages: If Renter breaches any provisions or this Rental Agreement, and damages suffered by the Town of Haysi cannot be estimated, calculated, or determined, then Renter

shall forfeit the entire Security Deposit to the Town of Haysi as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Rental Agreement shall prevent the Town of Haysi from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Special Terms and Conditions: This facility is unique, and as such, may require special terms and conditions in addition to those listed above or in the Building Use Policy Exhibit "A", which are listed more particularly on the attached Building Use Policy Exhibit "C" incorporated within this Rental Agreement by reference, and to which this Rental Agreement is subject.

Assignment: This Rental Agreement is not assignable or transferable to any other person or entity.

Conformance: Renter agrees that he/she/they will abide by and conduct his/her/their affairs in accordance with the Town of Haysi Building Use Policy and all laws, rules, regulations, and ordinances, including those related to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the facility.

The parties have executed this Rental Agreement, subject also to the Special Terms and Conditions contained within Building Use Policy Exhibits "A" and "C", and Inspection Form Exhibit "B". All unaltered photocopies or fax transmissions of this Rental Agreement shall have the same force and effect as the original, whether or not executed by the parties separately and transmitted by fax.

Renter: _____ Date: _____

By: _____ (printed name)

Organization: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Town of Haysi: _____ Date: _____

By: _____ (printed name)

Address: _____

Phone: _____ Fax: _____

Email: _____