

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION

WATER STREET CENTER USER AGREEMENT

This agreement is made by and between the **Thomas Jefferson Planning District Commission (TJPDC)**, and _____ (the "Renter"), in order to set forth the understandings and agreements of the parties regarding use, by the Renter, of the property located at **407 East Water Street, Charlottesville, VA** ("Water Street Center") and occupied by the TJPDC. By signing below, the Renter agrees to be legally bound by the terms contained herein.

RULES FOR USE OF WATER STREET CENTER

The Renter agrees to abide by the following rules:

- (1) Smoking and candles are not permitted indoors.
- (2) Nothing may be attached to the walls or ceiling without the TJPDC's prior approval. TJPDC reserves the right to approve or disapprove, in its discretion, all decorations, lighting, and sound and electrical systems used in connection with the event.
- (3) The Renter shall obtain all licenses, orders and permits necessary for its contemplated use of the Water Street Center and the Renter agrees to indemnify and hold harmless the TJPDC from any claims or losses related to failure to obtain any such licenses, orders or permits.
- (4) Alcohol use is prohibited for groups renting the space.
- (5) In addition to the Renter's rental fee, a \$70 damage deposit is required for all events. In the event of damage to the Water Street Center, The TJPDC may apply the deposit towards payment of its costs and expenses. The Renter is responsible for any damage in excess of the amount of the damage deposit.
- (6) The TJPDC may require the Renter to obtain additional liability insurance for an event. Failure to obtain insurance in such amounts as are required by the TJPDC may result in the TJPDC's cancellation of the event.
- (7) Failure to adhere to any of the above rules and agreements may result in cancellation of the Renter's event and forfeiture of the Renter's rental fee and/or deposit.

RELEASE

The Renter agree that it shall be responsible for any and all injury or loss sustained by the Renter, its employees, guests, invitees and agents, including but not limited to any damage to

physical facilities, personal injury or death. The Renter hereby releases, and shall indemnify and hold harmless, the TJPDC from any and all claims arising from this agreement or from the use of the Water Street Center by the Renter, its employees, guests, invitees and agents. The Renter agrees that the TJPDC is not responsible for the conduct of the Renter, its employees, guests, invitees and agents, nor of any other party who gains access to the Water Street Center by the Renter's invitation or permission.

MISCELLANEOUS

This agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision. If any provision of this agreement or any application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision shall in no way be affected thereby. This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS the following signatures.

**Thomas Jefferson Planning District
Commission**

Date

By: Gretchen Thomas
Administrative Assistant

Date

RENTER: _____

Printed name: _____