



Facility Use Agreement

Client	
Description of Event	
Date of Event	
Start Time	
End Time	
Room(s)	
Use Fee	
Custodial Fee	
Insurance Required	
25% Fee	

1. Scheduling and Facility Use Request Process

- (a) Once a request receives verbal approval from Slover Visitor Services staff, this Agreement will be sent electronically to you from the City Attorney for your signature. A 25% non- refundable deposit confirms your reservation and is due on _____.
- (b) The balance of **all fees** must be paid, and this Agreement signed no later than the day of the meeting/event before the meeting/event starts.
- (c) Past due balances will incur late fees and potential refusal of future facility use.
- (d) To adequately staff events, an accurate guest count must be given. The capacity of the space you are booking is _____persons. Number of persons at your event: _____.

- (e) All Events (including setup/tear down) may only take place between the hours of 8:00 am until 11:00 pm, Mon – Sun.

2. Food and Beverage

- (a) (1) Chef by Design; (2) TASTE Catering & Events; (3) Traditions Catering and Events; are the exclusive caterers for The Slover events and meetings. **All** catering services **must be** booked through one of these three vendors.

Chef By Design
819 Granby Street
Norfolk, VA 23510
757-496-3900

TASTE Catering & Events
1391 Air Rail Avenue
VA Beach, VA 23455
757-425-3011 x5

Traditions Catering & Events
1201 Club House Drive
Chesapeake, VA 23322
757-547-8009 x2

- (b) The Virginia Alcoholic Beverage Control Authority (“ABC”) requires that anyone hosting a private event in which alcohol is served to obtain a banquet license and comply with all relevant laws and regulations regarding the serving of alcoholic beverages.
 - i) If the caterer you selected is responsible for providing all the alcoholic beverages, it will be responsible for obtaining the required permits.
 - ii) In the event that you choose to provide the alcoholic beverages, applications may be obtained and submitted on-line at www.abc.state.va.us or in person at any local ABC office. It is recommended to apply at least twenty-one (21) days prior to the event. The caterer you selected must receive a copy of the license and **the original license must be forwarded** to The Slover Visitor Services Office at least five (5) days prior to the event.

3. Fees / Equipment

- (a) Room set-up/break-down of Slover assets is included in the facility rental fee.
- (b) If there is a need for additional security, custodial, coat check or A/V personnel, the need will be determined at the signing of this Agreement and additional fees will be charged as agreed.
- (c) **We offer:** Tables, chairs, easels, lecterns, stage, pipe/drape, dry erase boards, audio/visual equipment, and a limited variety of standard microphones.
- (d) **We do not offer:** Table linens, batteries, markers, pens, pencils, thumb tacks, tape, paper (printing materials or making copies), paper clips, staplers/staples, envelopes,

folders, scissors, post-its, name tags, bottled water, flash drives, or overnight storage. This list is not inclusive and may be revised at any time.

- (e) If you need to make copies for your event, you may do so at your own expense in the copy center on the 1st floor of the building.
- (f) If you need to print documents, you may do so at the public computer stations at your own expense. You must have a Norfolk Public Library Card.

4. Payment Options

- (a) Credit cards are accepted in person or over the phone at 757-431-7479.
- (b) Corporate checks made payable to *Norfolk City Treasurer* and delivered to The Slover for processing.
- (c) Money orders or cash delivered to The Slover for processing.
- (d) Payment information will be held on file for incidentals from time of payment for 7 calendar days post-event.

5. Cancellations

- (a) The City will refund all payments if it cancels a reservation due to unforeseen or unavoidable circumstances that are not instigated by the Client.
- (b) Any cancellation by the Client, or by the City if Client violates this Agreement, shall result in *forfeiture of all payments made*.

6. Decorations / Damages

- (a) No open flame of any kind, confetti, glitter, orbeez or helium balloons shall be permitted in the facility.
- (b) Only painter's tape may be used to hang posters on walls. The Client shall not use masking tape or thumbtacks to secure items to the walls.
- (c) The Client shall be responsible for any and all damages caused to the facility or to City's property by acts of the Client or the Client's agents, employees, patrons, invitees, guests or attendees whether accidental or otherwise.
- (d) Damage fees will be determined based on the cost of needed repairs due to damages caused.

7. Insurance and Indemnification

The Client agrees to defend, indemnify, and save harmless the City of Norfolk, its officers, employees and agents from and against all claims, suits, damages, costs and expenses arising from liability or loss for injury or death to persons or damages to property caused by any negligent act or omission of client or client agents, employees, patrons, invitees, guests or attendees, unless such an act or omission is due to the sole negligence of the City.

Client agrees to obtain and maintain one million dollars (\$1,000,000.00) combined single limit general liability insurance coverage and two million dollars (\$2,000,000.00) insurance coverage in the aggregate for bodily injury or death and fifty thousand dollars (\$50,000.00) insurance coverage for damage to property coverage in reference to the event naming the City of Norfolk and its officers, employees, agents and representatives as additional insured parties.

If determined necessary by staff due to scope of event, liability insurance shall be provided by the Client or may be purchased through the City's Tenant User Liability Insurance Program (TULIP). Client shall provide a Certificate of Insurance to the City evidencing the required insurance prior to the event. The insurance must be with an insurance company licensed to do business in Virginia.

The above notwithstanding, if Client is a governmental unit, or agency thereof, Client shall indemnify and hold harmless the City to the extent permitted by prevailing law; further, if the Client is a self-insured governmental unit, or agency thereof, Client shall provide the City evidence of such self-insurance in the form of a current copy of Client's self-insurance certificate, or other such similar evidence, not less than thirty (30) days prior to the event.

8. Copyright Protection

With respect to any event at the Facility, Client shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties ("Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Client under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Client agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Client specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Client agrees hereby to produce evidence of such reports and payments to the City, including evidence of compliance with the requirements of this paragraph to be provided to the City in advance of any such event. Provision of such evidence is a material condition of this Agreement. Client agrees to indemnify, defend, protect and hold harmless the City of and from all and all manner of losses arising in any way from the use by Client of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing defense and indemnity shall apply regardless of the means of publication or performance by Client, and shall

include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

9. Miscellaneous

(a) Contact for City: Director
The Slover
235. E Plume Street
Norfolk, VA 23510

Contact for Client:

Name	
Mailing Address	
City, State, Zip	
Phone Number	
Email Address	

- (b) The City reserves the right to preview and approve all printed materials produced for the meeting or event, including invitations, programs, press releases, etc. Use of The Slover or the City logo is not permitted for event promotion without preapproval.
- (c) For more information on parking, Client may contact [City of Norfolk Parking Division at](#) (757) 664-6222.
- (d) No activities in violation of federal, state or local laws shall be permitted at the facility, and it shall be the responsibility of the Client to enforce this provision.
- (e) Smoking is not allowed anywhere (including terraces) on the property of The Slover.
- (f) This writing is the entire Agreement of the parties, and any amendments must be in writing.

Client

Name

Client Signature

City of Norfolk/The Slover

Director of The Slover

FORM AND CORRECTNESS APPROVED:

Deputy City Attorney

ATTEST:

City Clerk

Date