

**TERMS AND CONDITIONS for USE OF FACILITIES**

The University, through the Anheuser-Busch Coastal Research Center and associated Virginia Coast Reserve LTER program, has agreed to rent the associated spaces listed on the reservation contract, or as specified below, to the User, subject to the terms and conditions contained herein.

Further reservation specifications:

*If this space is left blank, then T&C apply to reservations logged in the online system.*

The User agrees to pay associated fees to use the specific space(s) no later than 3 days prior to the event start date. Additional charges for reimbursement due to facility damage, extra cleanup, late departure etc. will be assessed after the event.

The User agrees to regulations governing the Coastal Research Center.

To the extent permitted by the laws of the Commonwealth of Virginia, the University shall be responsible for the acts or omission of its agents and employees causing harm to persons not a party to this agreement. The User and any Co-Sponsor agrees that they shall be responsible for the acts or omissions of its agents and employees causing injury to persons not a party to this agreement. The User and any Co-Sponsor agrees to indemnify and hold the University harmless for or from any claims and liability arising from such use. Nothing herein shall be deemed as an express or waiver of the sovereign immunity of the Commonwealth of Virginia.

User agrees to notify the University at least 5 days in advance of any requests to change the date, time or other details of the event in terms of usage to the agreed upon space(s). Any cancellation made less than 5 days prior to the event can incur a charge of 50% of the rental fee. Any cancellation made less than 3 days prior to the event is non-refundable. Changes are subject to approval by the University.

The User and any Co-Sponsor shall maintain liability coverage for premises operations with a limit of liability of at least \$1,000,000 per occurrence for bodily injury and property damage. The certificate of insurance shall name the following as additionally insured: The Commonwealth of Virginia and The Rector & Visitors of the University of Virginia, its officers, employees and agents. A certificate evidencing such coverage shall be provided to the University - Facilities Administrator of the Coastal Research Center at least 2 days in advance of the event start date.

User will make no changes or alterations to the premises, including erection of signs without the prior consent of the University. User will permit no liens to accrue against the premises for labor or materials provided to the User, or claimed to have been so provided. User will use the premises in accordance with all applicable ordinances, laws and orders and University rules, regulations,

guidelines and policies and for the purpose(s) set forth herein, and for no other purpose without the prior written consent of the University.

User will adhere to and enforce University policy SEC-028, Smoking and Vaping by faculty, staff, students, and visitors are prohibited inside facilities owned or leased by the University (including all on-Grounds housing facilities) and in University-owned vehicles. It is also prohibited (1) *within 25 feet of all entries, outdoor air intakes, and operable windows*; and (2) in any outside area adjacent to a facility whose configuration and/or other physical conditions allow smoke/vapor either to enter and affect the internal environment or to unduly affect the environment of those entering or exiting the facility.

User will adhere to and enforce University policy STU-001: Use of Alcoholic Beverages and Prohibition of Other Drugs. The University prohibits the illegal or otherwise irresponsible use of alcohol and other drugs. Any sale of an alcoholic beverage requires a license from the Virginia Alcoholic Beverage Control (ABC) Board; alcoholic beverages are not to be given, sold, or served to persons under 21 years of age or to persons who are intoxicated. The University assumes no responsibility for any liability incurred at any event not sponsored by the University where alcohol is served and/or sold.

The University assumes no responsibility for the loss or damage to personal property of the User, its employees, agents, representatives, guests or invitees.

The University shall have the right to immediately terminate the reservation should the User default in performance of any term or condition hereof. The University may also terminate this reservation without penalty if it should become impractical to perform due to causes beyond the University's control including but not limited to storm, fire, flood, earthquake, damage or destruction of facilities, labor disturbances, war, civil commotion, shortage or unavailability of labor or governmental law, ordinance, order or act. In any such event, the User will receive a full refund of their payment.

The User agrees to the terms and conditions contained in this document and has signed by their duly authorized officers, all as of the date and year written below:

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Organization and Printed Name

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Signature

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Date