



PIEDMONT COUNCIL FOR THE ARTS

CitySpace User Agreement

This agreement is made by and between **Piedmont Council for the Arts** ("PCA") 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 **100 5th Street NE, Charlottesville, VA** ("CITYSPACE") and occupied by PCA. By signing below, the Renter agrees to be legally bound by the terms contained herein.

Rules for Use of CitySpace

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 PCA's prior approval. PCA reserves the right to approve or disapprove, in its discretion, all decorations, lighting, and sound and electrical systems used in connection with Renter's use.
3. The Renter agrees to reduce the sound level of amplified music immediately upon request by PCA.
4. The Renter shall obtain all licenses, orders and permits necessary for its contemplated use of CITYSPACE, including but not limited to all necessary ABC and liquor licenses, and the Renter agrees to indemnify and hold harmless PCA from any claims or losses related to failure to obtain any such licenses, orders or permits.
5. In the event of damage to CITYSPACE, the Renter is responsible for paying a minimum of \$100 to cover necessary repairs. Renter agrees to indemnify and hold PCA harmless from all liability for any and all damage to CITYSPACE, damage to property, or personal injury caused by Renter's use.
6. The Renter must leave CITYSPACE in the condition it was found upon entry to the space. If damage is noted upon entry to CITYSPACE, the Renter must notify PCA immediately to avoid being held responsible for the damage and repair costs.
7. PCA may require the Renter to obtain additional liability insurance for an event. Failure to obtain insurance in such amounts as are required by PCA may result in PCA's cancellation of the Renter's use of CITYSPACE.
8. Failure to adhere to any of the above rules and agreements may result in cancellation of the Renter's use of CITYSPACE and forfeiture of the rental fee.

Release

The Renter agrees 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, PCA from any and all claims arising from this agreement or from the use of CITYSPACE by the Renter, its employees, guests, invitees and agents. The Renter agrees that PCA is not responsible for the conduct of the Renter, its employees, guests, invitees and agents, nor of any other party who gains access to CITYSPACE 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.

Piedmont Council for the Arts

Date

Erica Jensen,
PCA Membership & CitySpace Manager

Renter: _____

Date

Printed name:

Please return completed form to Piedmont Council for the Arts (PCA):

Scan and email to cityspace@charlottesvillearts.org;

Mail to PCA, P.O. Box 2426, Charlottesville, VA 22902;

OR drop off to PCA Office, 100 5th St. NE, Charlottesville.