



Facility Use Policy Regulations and Fees

Thank you for considering **LVH Developments (LVHD)** to host your event.

Please know that we are delighted to serve you and your guests. We desire to accommodate you in whatever way possible. To that end, this information packet will assist you and answer some of the standard questions that you may have.

**** Important Notice****

This is a **SMOKE FREE** facility. Smoking in or on the grounds of this facility is not permitted and is cause for immediate FORFEITURE of all funds and IMMEDIATE dismissal from the facility. The use of alcoholic beverages is restricted to events with parties of attendees 21 and older inclusive of wine and champagne only. Any use outside of the specifications is thereof cause for immediate FORFEITURE of all funds and IMMEDIATE dismissal from the facility.

Policies:

- All event plans are to be coordinated with the LVHD Coordinator at least (4) four weeks prior to the event. **LVHD** reserves the right to add a surcharge for events scheduled less than four weeks in advance.
- The normal block of time for an event is (4) hours. Parties needing more time must request it in advance or at the time of the contract signing. The agreed upon schedule must be adhered to, or an additional fee of \$100p/hour will be incurred and deducted from the deposit.
- All contracts must be signed and includes a 30% deposit of the user fee and an additional \$100.00 deposit that is refunded if the user exits the facility at the agreed upon time and leaves the facility clean and free of user paraphernalia.
- All event coordinators/planners are required to apprise the **LVHD** Coordinator of all décor applications, to ensure that proper applications of the planned décor are approved. The use of scotch tape is permitted, but it cannot be excessive use, particularly when applied to our furnishings. Absolutely **no** glue, nails or permanent materials can be used. Should you be uncertain, please refer to the **LVHD** Coordinator for clarity.
- **USER** is responsible for making certain that the facility is returned to its original condition.
- **USER** must remove all trash and debris **completely** prior to leaving the premises. Otherwise, additional fees will be incurred.
- **USER** is responsible for coordinating the return of all rental equipment that is rented by USER from an outside vendor and was used for the event. **LVHD will not be held liable for the return of such items.**
- If the kitchenette is used, it must be thoroughly cleaned and sanitized per instructions provided by the **LVHD** Coordinator prior to the event.
- If the Audio (sound) equipment is required, a **LVHD** audio technician must be used, and an additional fee will be assessed.



Facility Use Policy Regulations and Fees

(See attached fee schedule).

- Entrance and exit to facility: The facility will be available for the **USER** to enter at the start of the stated time on the contract. **USER** must allocate sufficient time for their individual setup, breakdown, and cleanup within the time constraints of the contract.
- Security/Attendant. **LVHD** security personnel or an attendant must be always at the facility during the event. (See attached fee schedule)

Price will depend on number of guests, time, and day of event.

*****Please note:** Fees are subject to change

The **LVHD** Coordinator is Stacy Staples and her contact telephone number is **240.580.6343**. Our email address is **admin@lvhdevelopments.org**.



Facility Use Policy Regulations and Fees

RENTAL AGREEMENT

This agreement, made this _____ day of _____ between **LVH Developments** (hereafter '**LVHD**'), located at **7808 Parston Drive, District Heights, Maryland 20747** and

_____ (user name) (hereafter '**USER**'), .

(user address) _____ is made upon the following terms, covenant, and conditions, of which the parties agree to observe, keep and perform, and a breach of any of which shall constitute a breach of the entire Agreement.

IT IS THEREFORE, AGREED BY AND BETWEEN THE PARTIES:

1. **LVHD** hereby agrees to permit **USER** to use the above described building's facility for an [specify event] _____ to be held on _____ [Date] with _____ serving as the contact person for **LVHD** and _____ [First and Last Name] as Contact Person for user. **User** _____ [Telephone Number]; _____ [Email] as the contact person for the **USER**. Time period for this (includes setup) event is between the hours of _____ [START TIME] and _____ [END TIME].

2. **USER** agrees to pay **LVHD** _____ for the use of the space.

3. An executed contract will be signed by **USER** and an **LVHD** authorized representative, and be accompanied by contract and security deposits as outlined herein. A 30% deposit of the base user fee (_____) is payable at the time of contract execution. In addition, a \$100.00 security deposit is payable at the time of contract execution. The balance of the Contract User Fee (_____) must be received not-later-than 5:00 PM seven (7) days prior to the event date at the **LVHD** building via certified funds or through electronic payment. If **USER** exits the facility at the agreed upon time and leaves the facility clean and free of **USER** paraphernalia, the security deposit will be refunded to **USER** within seven (7) calendar days of the user event. The contract deposit and the security deposit must be drawn payable in the form of a certified check or money order payable to **LVH Developments** or electronically.

4. **USER** agrees to abide by all rules for the use of the space which are also attached.

5. **USER** (if commercial, business, or similar entity) promises and warrants that it carries liability and medical payments insurance to cover the liability and medical payments exposures resulting from **USER's** use of **LVHD** building. **USER** will have **LVHD's** name as an additional insured on **USER's** insurance policy and will provide Certificate of Insurance to **LVHD** showing **LVHD** as an additional insured. The Certificate of Insurance shall also cover **LVH Developments'** staff, affiliates, contractors, and board members against all cases of gross misconduct (fighting, sexual misconduct, illegal use of drugs or alcohol, or otherwise). **USER** will provide a Certificate of Insurance at least seven days prior to



Facility Use Policy Regulations and Fees

the date upon which the **USER** begins to use the above-described premises. **USER's** Certificate of Insurance displaying evidence of General Liability and Workers Compensation insurance.

Minimum specifications for insurance are:

General Liability:

- a. Bodily Injury - \$1,000,000 per occurrence

Property Damage: \$100,000 or Combined Single Limit - \$2,000,000 per occurrence

Workers Compensation

- a. Bodily Injury by Accident - \$100,000 each accident

LVHD Facilities Usage Policy & Agreement | Page 6

- b. Bodily Injury by Disease - \$100,000 policy limit

- c. Bodily Injury by Disease - \$100,000 each employee

6. Indemnification Clause: **USER** agrees to hold harmless, indemnify and defend **LVHD**, its employees and agents from and against all claims, demands, suits, damages, judgment of sums of money, losses and expense including, but not limited to attorney's fees and costs arising out of the use of **LVHD** facilities, its entrances and exits, and surrounding areas for **USER's** purposes and as further outlined in the terms of this agreement. Provided that any such claims (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from: and (ii) are caused in part by a party indemnified hereunder. **USER** also disclaims that **LVHD** has no authority to control workers, children, or activities. **USER** agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.

7. **USER** agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the building which **USER** will use, including entrances and exits.

8. **USER** agrees to conduct a visual inspection of the building, including entrances and exits, prior to use, and warrants that the building will be used only if it is in a safe and non-harmful condition.



Facility Use Policy Regulations and Fees

9. Cancellations: In the event of any act of God, war or illness, this agreement shall thereupon be deemed cancelled and terminated without any further liability on either party to the other, and all advanced monies and/or deposits submitted to **LVHD** in advance of this agreement shall be fully refunded within **(10)** calendar days to the **USER**.

- Cancellation by **USER**: Should **USER** terminate or cancel this agreement for any reason other than an act of God, war or illness less than **4** days before the event, deposit money on hand will be forfeited to **LVHD** for compensation of lost engagement. If **USER** cancels more than 14 days before the event, **LVHD** will refund the full deposit.

- Cancellation by **LVHD**: Should **LVHD** cancel contract all deposits and advanced payments will be returned to **USER** within seven **(10)** calendar days after notification to **USER**.

10. Right of Entry. **LVHD** personnel, including administration, facilities maintenance, management, security, ministerial staff, its authorized agents and employees, shall have the right to enter any part of the premises at any time for any purpose including the purpose of ascertaining whether **USER** is complying with and performing in accordance with the terms, conditions, and covenants of this rental agreement.

IN TESTIMONY WHEREOF: _____ hereto have affixed their signatures:

Name: _____

Title: _____ Title: _____

Phone: _____ Date: _____

LVH Developments Official Representative

IN TESTIMONY WHEREOF:

Name: _____

Title: _____ Date: _____