



The Historic Cape Charles Elementary
A Washington-Rosenwald School

Event Space Rental Agreement

1500 Old Cape Charles Road · Cape Charles, VA 23310 · (757) 695-4415 · wweeks@ccimpactcenter.org

Indoor facility rentals are considered on a first-come, first-served basis, and all rentals are approved at the discretion of the Executive Director.

Fields marked with an asterisk (*) must be completed to be considered. This agreement has five sections; please complete and sign Sections 3, 4 and 5.

SECTION 1 | Event Application

All fields marked with an asterisk () must be completed to be considered.*

A1 Name of contact / responsible party*	
A2 Organization*	
A3 Phone*	
A4 Email*	
A5 Mailing address*	
A6 Alternative contact name (if designated)	
A7 Alternative contact phone and email	
A8 Name of event*	
A9 Date(s) of event*	
A10 Number of attendees*	

A11 Event start and end time*	
A12 Setup arrival time and departure time after cleanup*	
A13 Short description of the event (2–3 sentences)*	
A14 Will a fee be charged to attendees? If so, how much?*	
A15 Will anything be sold on site (food, merchandise, services)?	
A16 Tables and chairs needed from the Center (number of each)	

A17 Is the event...*

- ☐ Open to the public
 ☐ Invitation-only
 ☐ Private

A18 Organization type*

- ☐ 501(c)(3) nonprofit
 ☐ Government or public agency
 ☐ School or college
☐ Faith-based organization
 ☐ For-profit business
 ☐ Individual / private

A19 Is the organization a 501(c)(3) nonprofit?* *If yes, provide your EIN and attach your IRS determination letter.*

- ☐ Yes
 ☐ No

EIN	
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A20 Facility room(s) required*

- ☐ Bayside Room
 ☐ Seaside Room
 ☐ Shore Room
☐ Auditorium (Harmony Hall)
 ☐ Entire Facility
 ☐ Commercial Kitchen

A21 Will alcohol be served?* *If yes, you must receive permission from The Impact Center and obtain a Banquet License from Virginia ABC (www.abc.virginia.gov).*

- ☐ Yes
 ☐ No

A22 Will outside vendors be used?* *If yes, you are responsible for your vendors. Please attach a vendor list.*

- ☐ Yes
 ☐ No

A23 If using the kitchen *Attach a copy of the applicable license or permit.*

A23a Certified licensed caterer	
A23b Caterer permit or license #	
A23c Certified licensed vendor	
A23d Vendor permit or license #	

SECTION 2 | Rental Requirements and Renter Certifications

Please read carefully. Your signature in Section 3 confirms you agree.

Rental Requirements

- Applicants must be 21 years of age or older at the time of submitting the rental request.
- Applicants must be on site for the entire rental period.
- Applicants must sign and submit the Conditions of Use (Section 4) and the Indemnification/Hold Harmless Agreement (Section 5) with this agreement.
- Access to the rental space is permitted only within the listed rental times and is limited to the room(s) listed on this application.

Renter Certifications

By signing this application, the applicant certifies the following:

1. **Non-Discrimination.** The proposed event will be conducted on a non-discriminatory basis. No person will be denied admission or participation based on race, color, sex, national origin, marital status, age, religion, sexual orientation, political affiliation or disability.
2. **Event Closing and Cleanup.** For evening events, all cleanup must be completed and the building vacated and secured by 11:00 p.m., unless the Executive Director has granted written approval for extended time.
3. **Compliance With Regulations.** The applicant understands and agrees to comply with all regulations governing the use of The Impact Center facilities and grounds and accepts full responsibility for ensuring adherence to these requirements.
4. **Event Logistics.** The applicant will plan for setup and teardown times; expected equipment such as stages, tents, sound systems or inflatables (certain electrical equipment or outdoor structures may require additional local permits); and parking and traffic. Traffic control is recommended for events of 50 or more.

Compliance and Licensing

1. **ABC License Timing.** Virginia ABC Banquet Licenses usually take 7–10 days to process; 30 days' notice is safer.
2. **Certificate of Liability Insurance.** Groups of 50 or more must provide a certificate with a minimum of \$1,000,000 in coverage naming "The Impact Center" as an additional insured, no later than 30 days before the event. If alcohol is served, liquor liability must be added to the general liability certificate.

SECTION 3 | Payment Terms

Amounts are completed by The Impact Center once your application is approved.

Base Rental Rate Calculation

Rental type	☐ Event	☐ Meeting	Rate type	☐ Standard	☐ Nonprofit	☐ Partner
Room / space rented						
Hourly rate \$		× Number of hours		= Base rental rate \$		

Payment Schedule

Item	Amount (\$)	Terms	Due date
Rental fee		Base rental rate (above); due 30 days before the event	
Cleaning fee		Required for every rental; non-refundable; due 30 days before the event	
Security deposit		20% of the rental fee; refundable	
Total due		Entire payment is required 30 days before the event date	—

☐ Deposit - 20
% of rental fee

Date Paid

Method (Check/Money Order)

☐ Paid in full

Date paid

Method (Check/Money Order)

Payment Record

Use one line for each payment received, including multiple checks or money orders. Method: Check, Money Order, Cash or Card. Applied to: Rental Fee, Security Deposit or Cleaning Fee.

Date received	Method	Check / money order #	Applied to	Amount (\$)	Received by (initials)
Total received					

Payment Terms

- Entire payment is required 30 days before the event date.
- The security deposit will be returned within seven (7) business days after the event if the area is left clean and no damage is reported. Any damage or additional cleaning costs will be deducted from the security deposit.
- Checks and money orders may be hand-delivered or mailed to The Impact Center. A \$50 fee will be charged for returned checks.

Hand-deliver or mail payments to: The Impact Center | 1500 Old Cape Charles Road | Cape Charles, VA 23310

Cancellation Policy

How to cancel. Cancellations must be made in writing (email or letter) by the responsible party listed on the Event Application. The cancellation date is the date The Impact Center receives your written notice.

What is refunded. Refunds depend on how far in advance you cancel:

If you cancel...	Rental fee	Cleaning fee**	Security deposit*
30 days or more before the event	Refunded in full	Refunded in full	Refunded in full
11 to 29 days before the event	May be refunded at the discretion of The Impact Center	Refunded in full	Refunded in full
10 days or fewer before the event	No refund	Refunded in full	Refunded in full

** The security deposit is refunded in full for every cancellation, provided no damage or administrative costs have been incurred.*

If The Impact Center cancels. The Impact Center reserves the right to cancel an event due to unforeseen circumstances, safety concerns or noncompliance with facility policies. In that case, you will receive a full refund of all payments or may reschedule the event to a mutually agreeable date.

Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this application/agreement where such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God (such as hurricanes, floods or earthquakes), fire, war, civil unrest, acts of terrorism, national or local emergencies, pandemics, or government-mandated restrictions or closures.

Upon occurrence of such an event, the affected party shall promptly notify the other in writing. If the event prevents the scheduled use of the facility, any fees and deposits paid by the Renter will be refunded in full, or the event may be rescheduled to a mutually agreeable date without penalty. Neither party shall be responsible for any additional consequential damages or costs (such as caterer fees or travel expenses) incurred by the other party due to such cancellation. The Impact Center will make every effort to reschedule the event as soon as possible.

Applicant Certification

By signing below, I certify that the information in this agreement is accurate and complete, that I agree to the Rental Requirements and Renter Certifications in Section 2, and that I agree to pay The Impact Center the amounts and follow the payment and cancellation terms in Section 3.

Applicant signature

Printed name

Date

SECTION 4 | Conditions of Use / Rental of Facilities or Grounds

Please read carefully before submitting your completed application.

The Impact Center reserves the sole right to determine the suitability of all activities and the availability of space. Fees are assessed according to the approved rate category (Standard, Nonprofit or Partner). Full payment must be made thirty (30) days before the event unless other arrangements have been made with the Executive Director.

1. Certificates of liability insurance are required for all groups of 50 or more and must be received by The Impact Center no later than 30 days before the event. No exceptions. A minimum of \$1,000,000 in coverage is required, naming The Impact Center as an additional insured. If alcohol is served, liquor liability must be added to the general liability certificate.
2. The Impact Center reserves the right to interrupt any contracted activity or use of space in the event of an emergency. Should this occur, every effort will be made to provide suitable alternative space on The Impact Center property.
3. The individual or organization reserving The Impact Center facilities is responsible for attendee conduct and for any damage, loss, disappearance or breakage of property occurring during the rental period.
4. The Impact Center is not responsible for damage to, or loss of, personal property brought onto the premises, nor for any injuries that may occur on the property in connection with the event.
5. All food served must be provided by a licensed caterer or brought to the site fully prepared. No cooking or food preparation is permitted in the kitchen unless pre-approved by The Impact Center and conducted by a certified food vendor or approved food preparation personnel. Warming trays and Sterno (flammable heat source) are permitted. Battery-operated candles only.
6. Firearms are strictly prohibited on The Impact Center property. The possession, use or display of any illegal weapons, prohibited devices, or any item designed, modified or intended to be used as a weapon is not permitted. The possession, use, distribution or presence of illegal drugs or controlled substances is strictly prohibited. Smoking or vaping of any substance, including but not limited to cigarettes, cigars, pipes, e-cigarettes, vaporizers or similar devices, is not permitted anywhere on The Impact Center property, including all indoor spaces, outdoor areas and parking areas.
7. The Impact Center may refuse or deny any application, or cancel any use agreement without liability, if the proposed activity, in the Center's reasonable judgment, presents or may present a danger to persons or property, or may violate federal, state or local laws, ordinances, or the terms of the lease with the Town of Cape Charles.
8. Individuals, groups and organizations are responsible for cleanup and for the disposal of trash in the proper trash containers located on the property.
9. No individuals, groups or organizations who rent may sublet their event space or date.
10. The following items are strictly prohibited within the interior areas of The Impact Center:
 - Scotch tape, masking tape, push pins, nails, thumbtacks or staples on walls
 - Fog machines
 - Confetti, glitter, and confetti- or glitter-filled piñatas and balloons
 - Uncooked rice or birdseed
11. **Equipment and decorations.**
 - The Impact Center's office equipment and supplies may not be used.
 - Lit candles may be used on birthday cakes or desserts only. No other open flames of any kind are permitted within The Impact Center facilities except chafing fuel cans (Sterno).

- Decorations are permitted; however, nothing may be nailed, screwed, stapled or adhered directly to walls, ceilings, doors or furnishings. Any permitted wall décor, such as lightweight streamers or ribbons, must be secured only with blue painter's tape and removed immediately after the event without leaving residue or damage.
- Nothing may be hung from the ceiling, light fixtures, sprinkler heads, exit signs or security lights.
- Exit signs, doorways, security lights and fire extinguishers may not be disconnected or covered in any way.

12. Renters are responsible for the following:

- Any special permits required for the event (for example, alcohol or catering)
- Portable toilets if the event is held outdoors (two for every 50 people is recommended)
- First aid kits
- Tents and entertainment equipment (music, amplifiers, etc.). The Impact Center provides tables and chairs on request (see Section 1).
- Setup and breakdown, unless Center staff assistance has been approved
- Disposal of trash

All rules and conditions outlined above must be followed. Failure to comply may result in forfeiture of the security deposit, additional penalties, and/or permanent suspension of an individual or organization from submitting future applications to The Impact Center.

Applicant signature

Date

SECTION 5 | Indemnification / Hold Harmless Agreement

Required for all individuals, groups and organizations using the facility.

1. Purpose

This Agreement is required for all individuals, groups and organizations (“Applicant”) using any portion of The Impact Center facilities or grounds. Its purpose is to protect The Impact Center, its staff, volunteers and partners from liability arising from the Applicant’s event or activities.

2. Assumption of Risk

The Applicant acknowledges that all activities conducted on The Impact Center property are undertaken at their own risk and accepts full responsibility for the safety and conduct of all participants, guests, vendors and contractors associated with the event.

3. Indemnification and Hold Harmless

The Applicant agrees to indemnify, defend and hold harmless The Impact Center, its officers, directors, employees, volunteers, agents and partners from all claims, demands, actions, damages, losses, liabilities, costs or expenses (including attorney’s fees) arising out of or related to:

- The Applicant’s use of the facility
- Actions or omissions of the Applicant, its guests, vendors or contractors
- Damage to property belonging to The Impact Center or others
- Injury, illness or harm to any person during or resulting from the event
- Failure to comply with The Impact Center’s policies or staff instructions
- Violation of any federal, state or local laws

This indemnification applies whether the claim is alleged to be caused in part by The Impact Center, except where prohibited by law.

4. Damage Responsibility

The Applicant accepts full financial responsibility for any damage, loss, breakage or disappearance of The Impact Center property occurring during the rental period.

5. Non-Transferability

This Agreement applies only to the Applicant named below and may not be transferred or assigned.

Acknowledgment

By signing below, the Applicant affirms that they have read, understand and agree to this Agreement and all related policies.

Applicant signature

Date

Printed name

Organization (if applicable)

FOR OFFICE USE ONLY

Executive Director	
Date submitted	
Decision	☐ Approved ☐ Denied
Decision date / reason	
Score (Staff Scoring Guide)	
Rate assigned	☐ Standard ☐ Nonprofit ☐ Partner
501(c)(3) verified	☐ Yes ☐ No ☐ N/A
Insurance certificate received	☐ Yes ☐ No ☐ N/A

STAFF NOTES

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