



** FACILITY USE AGREEMENT **

In consideration of the mutual promises made herein this rental agreement for the **Gold Hill Depot** (Storey County Property) entered into on this _____ day of _____, 20____, by and between Virginia City Tourism Commission (VCTC) and _____ (User)

Name or Organization: _____

Contact (please print): _____

Address: _____ City: _____ State _____

Zip: _____ Phone: _____

Email: _____ Cell: _____

Purpose of Function: _____

Expected Attendance: _____

Will admission be charged? _____ No _____ Yes, Proceeds for? _____

Date(s) Requested: _____

Set-up Date _____ Time _____ to _____

Rehearsal Date _____ Time _____ to _____

Event Date _____ Time _____ to _____

Clean up Date _____ Time _____ to _____

*over 8 hours subject to \$100.00 per hour additional rental fee

Will food or drink be served _____ No _____ Yes,

Explain:

Will the facility be used after midnight, except for clean up? _____ No _____ Yes



FEE SCHEDULE:

Private Parties & For-Profit Organizations:

- a. Reservation Fee: \$100.00 Non Refundable (included in rental fee)
- b. Security Deposit: \$500.00 Refundable (paid 30 days in advance)
- c. Each Day / Event: \$1000.00 (paid 14 days in advance)
- d. Additional Hours (over 8) \$100.00 per hr.

Non-Profit Organizations:

- a. Reservation Fee: \$100.00 Non Refundable (included in rental fee)
- b. Security Deposit: \$500.00 Refundable (paid 30 days in advance)
- c. Each Day / Event: \$250.00 (paid 14 days in advance)
- d. Additional Hours (over 8) \$100.00 per hr.

Additional Fee(s) & Rentals:



Facility Usage Terms & Conditions

- ✓ A copy of the IRS Determination letter, if a non-profit entity. User Initial _____
Received _____
- ✓ No physical materials, including decorations, will be delivered to facility prior to the agreed upon setup time unless otherwise stipulated herein. User Initial _____
- ✓ All materials belonging to User will be removed within the agreed upon cleanup time unless otherwise stipulated herein and made a part of this agreement. User Initial _____
- ✓ All expenses incurred by VCTC directly or indirectly as a result of the use of the premises by the User, excepting those expenses or costs specifically set forth in this agreement as a responsibility of VCTC, will be paid by the User. User Initial _____
- ✓ Any breakage or damage to property sustained or caused by User or those associated with User for User's use of the premises will be paid by User. User and VCTC, or designee will complete pre / post event checklist within 24 hours before and after the event. User Initial _____
- ✓ Failure to comply with VCTC facility usage terms & conditions will be, at the discretion of VCTC or designee acting on behalf of Storey County, grounds for the immediate termination of this agreement. User Initial _____
- ✓ All electrical equipment, scenery and property brought into facility by the User to be used during the dates & times stated in this agreement shall comply with and conform to all the Building & Fire Codes. All scenery & material shall be fire proofed by the User according to Nevada and Storey County fire prevention standards. Upon failure of the User to properly correct any such violation, VCTC reserves the right to correct such violation at the sole expense of the User. User Initial _____
- ✓ User shall indemnify, save and hold harmless VCTC and Storey County from any liability, damages, or claims resulting from any and all loss and or damage to the premises caused of the User and or by participants. User Initial _____
- ✓ VCTC equipment will not be moved, removed or changed without the written permission of the VCTC, or their designee. User Initial _____
- ✓ User will schedule setup, rehearsal and cleanup time with the VCTC, or their designee at least 24 hours in advance. User Initial _____



- ✓ VCTC, or their designee will be on site for all activities of User, including setup, rehearsal, performance(s) and cleanup. User must request time at least 24 hours in advance. User Initial _____

- ✓ Termination of the Event: Termination of any event may occur under the following circumstances at the discretion of VCTC or their designee. Refunds, and or deposits may not be given and or returned for the following:
 - a. Any facility rule, regulation or guideline is violated.
 - b. Damage to property is imminent.
 - c. The number of attendees exceeds the posted building capacity.
 - d. Any Federal, State or Local law is violated. User Initial _____

- ✓ Facility Use and Hours: Use before 8:00am and after 12:00am midnight shall carry additional charges of \$100 per hour. User Initial _____

- ✓ Reservation Deposit: A reservations deposit is required for all groups prior to a date being secured. This deposit is non- refundable. This amount will be applied to the facility rental fee. User Initial _____

- ✓ Security Deposit: A security deposit is required for all groups. The deposit will be returned approximately one-two weeks following the event if:
 - a. No damage has been done to the facility
 - b. Arrival and departure times were completed within the hours scheduled
 - c. No additional expenses have been incurred by VCTC.User Initial _____

- ✓ Smoking and Fire Hazards: Smoking anywhere inside or on the deck of the Gold Hill Depot is strictly prohibited! No candles or open flames of any kind are allowed anywhere within the facility. User Initial _____



- ✓ The VCTC or designee and the contact person for the User will complete both a pre and post event checklist. All items such as tablecloths, decorations, equipment and other items owned by the User must be removed by User before the doors are locked at the end of the event. Equipment and items may not be left in the building without prior written permission from VCTC or their designee. Failure to complete the process with VCTC or designee may result in a forfeiture of your security deposit. User Initial _____
- ✓ Occupancy: No more than 225 individuals may be in the building at one time, per Storey County Fire Department. User Initial _____
- ✓ Changes to Event: Changes to User’s schedule and contract must be approved by VCTC or designee in writing at least 14 days prior to the event. User Initial _____
- ✓ Confirmation of Event: No date(s) will be considered confirmed until reservation fee and security deposits are paid in full at least 30 days prior to the event. User Initial _____
- ✓ Cancellation of Event: Cancellation of an event by User will result in forfeiture of the \$100 reservation fee and ½ of the security deposit within 14 days of the event. User Initial _____
- ✓ Decorations: User may decorate the depot, but may not make permanent alterations or changes to any part of the space (no nails or staples). Historic scenery (autographs) may not be altered, and antique furnishings must be handled with care.
ABSOLUTELY NO WRITING IS ALLOWED ON ANY OF THE HISTORIC WALLS LOCATED ON THIS PROPERTY User Initial _____
- ✓ Clean up: User is responsible for ensuring trash is deposited in the trash receptacles provided by VCTC. Janitorial services will not be charged if User leaves facility clean at the end of the event. User Initial _____

I have read, understand and will comply with the above VCTC Facility Usage Terms and Conditions.

Printed Name

Organization

Signature

Date