General Information

Rentals are for a max of five (5) hours beginning at 5:00pm and ending at 10:00pm, which include any necessary set-up and/or clean-up time. Food and beverage are only allowed in the specified rental space. The Museum cannot remove or change any gallery exhibits.

Passenger Station Main Lobby
Rental fee: $1,200/$1,000 for nonprofit organization; $500 non-refundable deposit
Capacity: Up to 200 people standing or 100 seated
Specifics: Food and beverage are *only* allowed in the Passenger Station Main Lobby space, but event guest have access to *view* the museum galleries. Included in the rental fee are onsite security, onsite museum staff, the option to utilize museum tables and chairs, trash removal at end of night, and vendor access to museum conference room.

Trackside Gallery & Theater
Rental fee: $400; $150 non-refundable deposit
Capacity: Up to 75 people
Specifics: Food and beverage are *only* allowed in the Trackside Gallery space, but event guest have access to *view* the museum galleries. Included in the rental fee are onsite museum staff, the option to utilize museum tables and chairs, trash removal at end of night, vendor access to museum conference room or warm room, and theater A/V usage. *Onsite security can be provide for an additional charge of $150.*

For all Rentals:
Staff will move agreed upon number of tables and chairs in rental space; client or vendor are required to set up. Linens are not provided by museum.
Use of additional museum space as a part of the event can arranged for an additional charge of $100.
A walkthrough of the rental space is required before a rental contract will be drawn up and rental date is secured. Rental deposit is due within 14 days of the walkthrough to secure the rental space and date; full rental fee balance is due by the date specified in the rental contract, which will be no less than 30 days after the walkthrough.
Proof of Insurance (COI) is due 30 days prior to event. If required, the ABC license due 7 days prior to event. Clients may use the caterer of their choosing; caterers are required to have a Vendor Acknowledgement Form on file with the museum at least 7 days prior to the event.

Terms and Conditions

1. PAYMENT/CANCELLATION: Rental deposit due within 14 days of required walkthrough. Rental balance is due by the date determined in the Rental Agreement. Payment in full is due upon the entering into the Rental Agreement. The fee is based on the space rented for a total rental not to exceed five (5) hours. The rental time is from 5:00pm to 10:00pm and includes

any time necessary for set-up and/or take-down as well as the event itself. Half of the Room Rental Fee will be returned to Client if Client cancels the events described in this document by written notice to the Museum more than 60 days prior to the Event date. Cancellations less than sixty days in advance shall be charged the full Room Rental Fee.

2. FOOD AND BEVERAGE: Client shall be responsible for arranging, obtaining, and paying for all food and/or beverages that Client desires for its event at the Facility. Client must inform the Museum of the caterer to be used at least 14 days prior to Event. If the caterer has not previously catered an event at the Facility, the Client is responsible for having the caterer complete a walkthrough of the Facility or fill out the Vendor Acknowledgement Form at least 7 days prior to the Event. All caterers, bartenders, etc. must comply with the set up and tear down guidelines set forth below. If alcohol will be served, Client is responsible acquiring ABC permits for any event. A copy is to be provided to Facility at least 7 days prior to the event.

3. FURNITURE, DISPLAYS AND DECORATIONS: Client shall be responsible for arranging, obtaining, paying for and returning all tables and chairs, tablecloths, silverware, serving pieces, decorations, flowers, displays, etc. that Client desires for its event at the Facility. Museum is only providing the Facility and agreed upon tables and chairs, and shall not be responsible for any loss or damage to Client's property or the property of anyone hired by Client or anyone else. No pyrotechnic or other heat generating displays are permitted in the Facility. All florists, decorators, party rental persons, caterers, etc. must comply with the set up and tear down guidelines set forth below. Tape or tacks may not be used on equipment, walls or ceiling. Nothing may be attached to the wall sconces. Neither helium balloons nor glitter or confetti of any kind may be used. No bubbles, bubble machines or anything that would leave a residue on the floor by which a patron or guest may slip and fall may be used. All decoration, banners, etc. used must be non-flammable. No offensive materials, designs or signs may be used.

4. ENTERTAINMENT: Client shall be responsible for arranging, obtaining and paying for all entertainment that Client desires for its event at the Facility. Client acknowledges that the electrical service available at the Facility is limited to standard wall sockets of 120 VAC. The number of wall sockets is limited. Client must provide any necessary extension cords. See also Section 15 below. No pyrotechnic or other heat generating shows are permitted. Event noise levels must be maintained by Client at acceptable levels. In no event shall sound levels exceed 90 decibels. Museum reserves the right to reduce the amplification of sound equipment. Boisterous activity will not be permitted in the Facility and Museum reserves the right to maintain order.

5. SECURITY: One museum staff member will be onsite for the duration of the meeting to assist with directing third-party vendors and managing security and custodial staff. As part of the Passenger Station Main Lobby rental fee, one security guard will be included at the rate of $25.00/hour for the duration of the event. For Trackside Gallery and Theater rentals, security is not included in the rental fee, but can be provided at the rate of $25.00/hour for the duration of the rental time. The Museum will arrange for security. For any event scheduled

with less than 30 days prior notice, the Client agrees to pay for Museum staff labor costs ($25.00/hour) and/or security rate increases above the aforementioned rate.

6. CONDUCT OF EVENT: Client agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Museum rules. Client shall comply with all laws, ordinances and regulations adopted or establish by federal, state or local governmental agencies or bodies and with all Museum rules and regulations applicable to the premises, and Client shall require that its agents, employees, contractors or subcontractors do likewise. Client assumes full responsibility for the conduct of all persons in attendance at its event (including all persons hired by Client to perform a service at the event). Client shall pay on demand to Museum any costs associated with repair or replacement for damages deemed by Museum in its sole and complete discretion to be material and not as a result of ordinary wear and tear which damages occurred to the Facility and/or any other part of the Norfolk & Western Railway Passenger Station and/or any property of any of the tenants of the Station during the time of the event.

7. FIRE SAFETY: The maximum permitted occupancy of the Facility is 475. Tables and decorations must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. You acknowledge that decorations, props or staging brought into the Facility may be subject to approval by the local Fire Department. Without the prior approval of Museum, Client shall not bring onto the premise any material, substance, equipment or object which may endanger the life of, or may cause bodily injury to any person on the premises or which may constitute a hazard to property thereon as reasonably determined by Museum. Museum reserved the right, in Museum's sole and complete discretion, to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom.

8. AUXILIARY AIDS: The Museum represents and you acknowledge that the Facility will be in compliance with the public accommodation requirements applicable to it under the Americans With Disabilities Act. Client agrees to provide Museum at least two weeks prior to the event date a list of any auxiliary aids needed by the event attendees. Client agrees to pay all charges associated with the provision of such aids by the Museum.

9. USE OF NAME: Client may refer to the Rental Space in its invitations, etc as the "Norfolk & Western Railway Passenger Station Lobby" or "Trackside Gallery and Theater at the O. Winston Link Museum". No usage may be made of any of the names or logos of any of the tenants of the Facility without their prior written consent.

10. ATTORNEY'S FEES: The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover, in addition to any other recovery, an award of its reasonable attorney's fees and costs.

11. INSURANCE: Client agrees to obtain and keep in force, during the term of its occupancy and use of the Facility, policies of general liability insurance, specifically referring to and

including the contractual liability referred to in Section 6 above, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of $1,000,000.00 with such responsible insurance companies satisfactory to Museum; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits or $100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with such responsible insurance companies and with such limits satisfactory to Museum. Client agrees to specifically name the Museum, the CVB and the Foundation in such policies as named insureds thereunder. Client's insurance will be considered primary of any similar insurance carried by anyone else. Client agrees to deliver to Museum at least one week prior to the event copies of certificates of insurance for each policy called for above.

12. CLEAN-UP & CLEAN-UP FEE: Client agrees to remove all personal items and all items brought by Client, Client's guests, Client's caterers, florists, entertainers, etc. immediately following the function, i.e.; tables, chairs, gifts, cake, cake knife/server, toast glasses, flower arrangements, portrait, guest book, cameras, cake table overlay and any other items provided by Client. The Museum is not responsible for these items. Client also agrees to clean the Facility so that it is back in its condition as delivered to Client. As part of the rental fee, one custodial staff member will be included for trash removal at the conclusion of the Event. Any items that require additional clean up (e.g. birdseed, flower petals, cotton blanketing), must be approved in writing in advance by Museum. Any such approval shall be conditioned upon the deposit with Museum of an additional clean up charge.

13. SET UP; TEAR DOWN: Client acknowledges that the Facility will be available for set up/ preparation beginning at 5:00 p.m. local time on the date of the event. Client agrees to inform all personnel hired by Client to perform a service at the event of this fact. No materials or supplies may be dropped off or left outside of the lobby prior to 5 p.m. **Early arrival or setup of any supplies associated with the Event will result in an additional fee of $100.00 per hour, billed to Client.** Trackside lobby may be used for early delivery or prep with prior authorization from facility staff. Client acknowledges that there are three steps up to the Facility and that the maximum door opening is 6.5 feet by 6.5 feet. Client agrees that no portion of the sidewalks, entries, vestibules, halls, elevators, or ways of access to public utilities of the Facility shall be obstructed by Client or used for any purpose other than for ingress and egress to and from the Facility. All tear-down and removal of Client property, and all clean-up, shall be completed by 10:00 p.m. local time on the date of the event at which time all personnel must be out of the Facility. **Any later departure must be agreed to in advance by Museum and shall result in an additional hourly fee of $50.00**. Client agrees to quit the Facility at the end of the term of this Agreement and leave the Facility and any other property in the same condition as at the commencement of the Event, ordinary wear and tear accepted. .

14. ELECTRICAL USAGE: Neither Client nor anyone hired by Client may overload the electrical system at the Facility. You or any vendor or outside service contracted by you for your event requiring power usage more than outlined in Section 3 will be responsible for the provision of appropriate additional generating equipment and/or electrical charges.

15. LICENSES; TAXES: Client shall pay promptly all applicable taxes and fees and obtain all licenses or permits for use of the premises required by federal, state or local laws and ordinances and Client shall provide evidence of compliance with such federal, state or local laws and ordinance upon demand by Museum. Failure to provide said evidence upon request shall be grounds for cancellation of the Event. Should Client's program or conference include the sale of admission tickets and/or Client intends to sell merchandise including, but not limited to, artwork, books, tapes, etc., the City of Roanoke requires that an admissions tax be paid on any admissions fees collected by Client and/or Client will be required to hold a City of Roanoke Business License should merchandise be sold at any time during the event.

16. CONTROL OF FACILITY AND RIGHT TO ENTER: In permitting the use of the Facility, Museum does **not** relinquish the right to enforce all necessary and proper rules and laws for the management and operation of the Facility and the safety of the citizens. Duly authorized representatives of Museum may enter the Facility at any time and on any occasion without restriction, for the enforcement of any such rules and laws. Museum reserves the right to remove or cause to be ejected from the Facility any person engaging in dangerous, offensive, unsafe or illegal conduct and neither Museum nor its agents, officers or employees shall be liable to Client as a result of the exercise by Museum of such right. Museum reserves and maintains the absolute right to stop or prevent the Event and evacuate the Facility, where in Museum's sole and exclusive discretion such action is required for public safety, without any liability on the part of Museum or its representatives to Client or others.

17. INDEMNIFICATION: Client agrees to be responsible for and pay, indemnify, and hold harmless the Museum, the Visit Virginia's Blue Ridge (the "VVBR") and the Western Virginia Foundation for the Arts and Sciences (the "Foundation"), their officers, agents, employees, and volunteers against any and all claims, damages, injuries, loss, costs, and expenses, including but not limited to attorneys' fees, of any type or nature resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgement or settlement, or for any liability of any nature whatsoever that may arise against the Museum, VVBR and/or the Foundation, their officers, agents, employees, or volunteers in connection with the Event or in connection with any of the rights and privileges granted by Museum to Client in this Agreement, including, without limitation, any patent, trademark, franchise, copyright, libel, defamation claim or suit and any claim or suit based upon Client's or Client's agents, servants, employees, or invitees intentional or negligent acts or omissions. Client further warrants that all copyrighted materials to be performed during the Event have been duly licensed or authorized by their copyright owners and Client agrees to be responsible for all license and royalty fees incurred by reason of the performance and, in addition to any provisions contained elsewhere in the Agreement, to indemnify and hold Museum, VVBR and/or Foundation, their officers, agents, employees, and volunteers harmless from any and all claims, losses or expenses incurred with regard thereto.

18. ASSIGNMENT: Client shall not assign or transfer any right or interest under this Agreement, including, without limitation, the right to receive any payment, without Museum's prior written approval and Client agrees that any such assignment without prior written approval of Museum shall be null and void.

19. DEFAULT BY MUSEUM: In the event of any default, nonperformance or breach of any of the terms or conditions of this Agreement by Museum, Client agrees that Museum's liability hereunder shall be limited to repayment of any amount of deposit or rent previously paid to Museum by Client under this Agreement.

20. GOVERNING LAW/CHOICE OF VENUE: This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia. Museum and Client agree that any dispute regarding the Agreement shall be adjudicated in state and federal courts located in the City of Roanoke, Virginia.

21. LIABILITY FOR LOST OR STOLEN ITEMS: Museum does not assume responsibility for any damaged or lost articles left in the Facility prior to, during or following an Event.

22. SMOKING: The Facility is a smoke free facility. No smoking, e-cigarettes, or vapes are allowed. Client must enforce the no smoking policy with its guests and others. Client is responsible for and indemnifies Museum against any loss or damage resulting from smoking in the Facility.

23. PERFORMANCE: In the event the Museum shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act or default of another party, war, fire, water, windstorm, or other reason beyond the control of the Museum or by act of God, the performance of such act shall be excused for the period of delay, without any claim against the Museum on account thereof, and, if possible, the performance shall be rescheduled at a mutually agreeable alternative time.