



## Harvest Foundation Community Space Reservation and Use Agreement for Businesses and Community Organizations

Check reserved space: \_\_\_\_\_ Collaboration 1 \_\_\_\_\_ Collaboration 2 \_\_\_\_\_ Collaboration 3  
\_\_\_\_\_ Conference Center

This Room Reservation and Use Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_\_(the "Effective Date") by and between \_\_\_\_\_ ("Licensee") and The Harvest Foundation ("The Harvest Foundation") for requested space on \_\_\_\_\_ (date of use), during the hours of \_\_\_\_\_ to \_\_\_\_\_ (time of use; please allow time for set-up and clean-up).

### Access and Use - General

Subject to the terms and conditions of this Agreement, Licensee shall have a revocable license (the "License") for access to the room(s) reserved by Licensee only during the block of time reserved by Licensee in accordance with the request and reservation procedures set forth below. Any such reserved period includes Licensee's set up, decorating, clean up and removal of personal belongings, all rental equipment and display materials. The meeting rooms are situated in a business environment and are meant for meeting and training purposes. No use of the room(s) shall disturb the Harvest Foundation employees and invitees. The Harvest Foundation is a smoke-free environment. Smoking inside or on the outside patio area is prohibited. Due to lease requirements, animals are not allowed on premises with the exception of service animals. The Harvest Foundation reserves the right to decline uses of its community rooms to any person or entity in the sole discretion of The Harvest Foundation. Use of a room does not imply The Harvest Foundation's support of any views of Licensee or its participants.

Rooms must be reserved at least seven (7) working days in advance, with room set-up and equipment needs provided to the Harvest Foundation at least three (3) working days in advance of the meeting. Licensee may reserve room(s) up to two (2) months in advance. The rooms are available for use Monday – Friday from 8:00 AM – 6:00 PM only, subject to the Harvest Foundation's use requirements and prior reservations. The Licensee shall be limited to reserving the room(s) no more frequently than one (1) working day per 60 days. Special circumstances will be considered but are subject to Harvest Foundation approval. The Licensee agrees not to exceed the foregoing maximum capacity limitation for the space reserved, as outlined in the individual space description. Licensee acknowledges that The Harvest Foundation has not made any representations or warranties with respect to the room(s) reserved by Licensee and that the same are being provided in their "as-is," "where-is" and "with all faults" condition, without representation or warranty of any kind. This Agreement does not constitute a lease but rather merely grants to Licensee a personal privilege to use the reserved room(s) in accordance with the terms and provisions set forth herein.

### Request and Reservation Procedures

In the event that Licensee desires to reserve one (1) or more rooms during the term of this Agreement, Licensee shall complete and submit to the Harvest Foundation the Community Space Reservation and Use Agreement form, a copy of which can be found on the Harvest Foundation's website. Each reservation request will be subject to availability, review and approval by The Harvest Foundation's Executive Assistant. Completed Reservation and Use Agreement forms should be emailed to Kim Harris at [kharris@theharvestfoundation.org](mailto:kharris@theharvestfoundation.org). Please allow 24 hours for request review and notification.

### Insurance

Licensee may be required, at its sole cost and expense, to procure and maintain, with respect to the room(s) reserved hereunder commercial general liability insurance for a single occurrence limit of not less than \$1,000,000 and aggregate amount of not less than \$2,000,000, and such other insurance as the Harvest Foundation may reasonably designate. No later than one week prior to room use, licensee shall deliver to the Harvest Foundation certificates evidencing the insurance required hereunder prior to any use of the room(s) reserved by Licensee. All insurance carried by Licensee pursuant to this paragraph shall (i) be primary and non-contributory, (ii) provide for severability of interests, and (iii) be issued by insurers licensed to do business in the State of Virginia and which are rated A: VII or better by Best's Key Rating Guide.

## Indemnification and Hold Harmless Agreement

Neither the Harvest Foundation nor its affiliates, nor their respective members, principals, beneficiaries, partners, trustees, directors, officers, employees, contractors, agents, invitees or guests (collectively, "the Harvest Foundation Parties") shall be liable for and Licensee agree(s) to indemnify, defend (with counsel reasonably acceptable to the Harvest Foundation) and hold harmless the Harvest Foundation and the Harvest Foundation Parties from and against any and all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses (including without limitation reasonable attorneys' fees and other professional fees) that may be imposed upon, incurred by, or asserted against the Harvest Foundation or any of the Harvest Foundation Parties and arising, directly or indirectly, out of or in connection with the use of the room(s) pursuant to the License granted hereunder. The provisions of this paragraph shall survive the expiration of this Agreement.

## Miscellaneous

The terms of this Agreement shall commence on the Effective Date and shall expire on the first anniversary of the Effective Date. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Virginia. Any provision of this Agreement that is prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. This Agreement constitutes the entire agreement with respect to the matters set forth herein and supersedes all previous written or oral agreements or representations made by either party relating thereto. No changes in or waivers of any provision of this agreement shall be binding unless executed in writing by the party making such waiver.

In lieu of a rental fee for room(s) use, the Licensee agrees to make a donation to a local non-profit based on the suggested donation schedule provided. An acknowledgement of the donation should be provided to the Harvest Foundation within seven (7) days after the room has been used.

Licensee acknowledges having received and read the Harvest Foundation's Room Use Requirements and Licensee Responsibilities listed in Addendum A and incorporated herein by reference. Licensee agrees to abide by all such regulations and procedures. Without limiting the foregoing, Licensee acknowledges and agrees that:

By execution of this Agreement, Licensee agrees to comply with the policies for the use of the community space contained therein, all of which are incorporated herein by reference. Licensee acknowledges and agrees that if Licensee does not comply with the policies, any reservation made by Licensee hereunder may be cancelled or Licensee may not be invited back to use the meeting space. Licensee further agrees to complete the checklist in Addendum A at the end of the meeting and to check in with the conference coordinator before leaving the meeting space.

## Accepted and Agreed to:

### Licensee

Business Name: \_\_\_\_\_

CEO Name: \_\_\_\_\_

CEO Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### The Harvest Foundation

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Addendum A

### **The Harvest Foundation Room Use Requirements**

#### Kitchen Facilities and Meals

1. No food is allowed in the Conference Center or Collaboration Rooms. Beverages are allowed but must be in a closed container.
2. Meals and refreshments for events must be served in the break area. For large groups, tables can also be set up in Collaboration 3 for meals, but only if approved and setup in advance. The outside patio area is also available for groups to use for lunch. The Licensee is responsible for all clean-up of the area after use, including removal of trash.
3. Approved Caterers shall have access to the kitchen facilities and break area only within the User's reserved period of time. Use of the kitchen facilities must be approved in advance.
4. User shall have sole responsibility for any and all damage caused by any person or persons in attendance. User shall replace any fixtures, equipment or supplies missing from the rooms following use in a manner acceptable to the Harvest Foundation.
5. Tablecloth and/or other protective covering must be used to prevent scratches and damage when equipment with a hot or metal base is brought in and placed on top of the room tables or counter surfaces.
6. Serving of alcoholic beverages by the licensee is prohibited.

#### Meeting Rooms

1. Room set-up and equipment needs must be submitted to the Harvest Foundation at least three (3) days in advance of the meeting date. Tables can be reconfigured in Collaboration 3 only.
2. If the use of technology is needed (for presentations, audio or video conferencing), a Harvest Foundation staff person will set-up and be available to assist with any technical issues.
3. Hanging of any materials on the wall or glass is prohibited. Easels can be provided for use, if requested in advance (flip charts and markers are not provided).
4. The Harvest Foundation does not provide storage and is not liable for User's materials, loss or disappearance of User's materials, supplies, or equipment. Any items left in the room may be disposed of by the Harvest Foundation without notifying User.
5. The Harvest Foundation does not provide administrative support, use of copier or supplies.
6. Use of lobby areas outside of rooms is prohibited unless otherwise approved by the Harvest Foundation at the time the room is reserved.
7. Damage to the room, including carpet cleaning will be payable by User.
8. User shall not assign its rights or duties hereunder without the specific permission of the Harvest Foundation.

#### **User Responsibilities at Conclusion of Room Use**

- TABLES:** Cleared of all dishes and meeting materials and cleaned with towel and soap mixture, which can be found in the kitchen under the sink.
- CHAIRS:** Brushed clean of food crumbs and then pushed in neatly around the table.
- VISUAL AIDS:** Wipe white boards, if used.
- BEVERAGE & FOOD SET-UP:** Clear everything from the meeting room. Remove leftover food from premises, or place in the appropriate trash bin. If a caterer is used, please have them pick up any equipment, table settings, beverage stations, etc. within the same day and timeframe of the User's meeting room reservation.
- RECYCLING AND TRASH:** Make sure to separate recycling and trash and place in the appropriately marked bins.
- KITCHEN:** Counter wiped clean when finished with dishes. Floor swept if needed.
- FEEDBACK FORM:** After you use the room, the Harvest Foundation will send you an online form so you can provide us with more information about your use of the space, experience and how it supported your organization's mission. Your feedback will provide the Harvest Foundation with the documentation needed to provide this service to the Martinsville-Henry County community.

Name of person responsible for above: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



## Room Descriptions and Amenities

### **Conference Center**

Maximum Room Capacity: 30 people

Large, formal meeting space with conference table that will comfortably seat 30 people.

Amenities: Mobile glass whiteboard; Keurig (coffee and tea supplies not provided); small refrigerator for cold beverages (water supplied).

Technology: Wi-Fi access. Room has two 90" video displays, wall mounted, one at each end of the room. Technology available for presentations, digital inputs, audio and video conferencing.

No food allowed in this space. Beverages are allowed as long as they are in a covered container. Use of coasters is required and will be provided.

### **Collaboration Space 1**

Maximum room capacity: 6 people

Small meeting space with six chairs suitable for informal meetings and discussions.

Technology: Wi-Fi access. Can be outfitted with a mobile technology cart for presentations or audio/video conference calling.

No food allowed in this space. Beverages are allowed as long as they are in a covered container. Use of coasters is required and will be provided.

### **Collaboration Space 2**

Maximum Room Capacity: 14 people

Medium-sized meeting area with a large conference table that will seat 12 people.

Amenities: Mobile glass whiteboard

Technology: Wi-Fi access. Mobile technology cart for presentations or audio/video conference calling.

No food allowed in this space. Beverages are allowed as long as they are in a covered container. Use of coasters is required and will be provided.

### **Collaboration Space 3**

Maximum Room Capacity: 12 people

Small meeting area with three small tables that can be configured to one large meeting table or pulled apart for training or work groups.

Amenities: Glass whiteboard

Technology: Wi-Fi access. Can be outfitted with a mobile technology cart for presentations or audio/video conference calling.

No food allowed in this space. Beverages are allowed as long as they are in a covered container. Use of coasters is required and will be provided.