

Virginia Tech Corporate Research Center  
**TENANT APPLICATION TO RESERVE PAVILION**  
Research Center Drive, Blacksburg, VA  
Completed form must be returned to the VTCRC Administrative Office  
1715 Pratt Drive, Suite 1000, Blacksburg, VA 24060  
[events@vtcrc.com](mailto:events@vtcrc.com)

**(Please type or print clearly)**

Name of Requestor: \_\_\_\_\_

Tenant/Company Name: \_\_\_\_\_

Requestor's Email: \_\_\_\_\_

Tenant's Address: \_\_\_\_\_

Tenant's Authorizing Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Authorizing Officer's Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Requested to use Pavilion: \_\_\_\_\_

Time Requested: From \_\_\_\_\_ To \_\_\_\_\_

Please describe the event being held at the Pavilion:

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Fees and invoicing:

- Tenant fee for use of the Pavilion is \$75.
- Tenant will be invoiced after Pavilion use date. Check shall be made payable to "VTCRC" and received within 15 days from date of invoice to avoid late fees.

## PAVILION USE RULES AND REGULATIONS

- a. Tenant is responsible for any set-up requirements; operational issues and ensuring that the Pavilion and adjoining Virginia Tech Corporate Research Center (VTCRC) grounds are kept clean and orderly during the event and after the event are returned to the same or better condition in which they were received. Failure to completely clean the area will result in any and all costs associated being charged to the Tenant. Time shall be of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the Pavilion or for installation or removal of equipment without written permission from the VTCRC. Tenant is specifically responsible for the following cleaning before vacating the Pavilion:
  - i. All trash must be placed in designated trash bins
  - ii. All used tables must be wiped clean
  - iii. Pavilion floor must be swept (broom is located in restroom)
  - iv. Any lights used in conjunction with event must be turned off.
- b. The VTCRC shall not be liable to Tenant or Tenant's agents, employees, guests, invitees, or to any person claiming by, through or under Tenant for any injury to person, loss or damage to property. Tenant shall indemnify VTCRC harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Pavilion.
- c. All event publicity should clearly state whether the event is open to the public or not.
- d. Tenant agrees by execution of this Agreement that the Pavilion, bathrooms and adjoining areas are in satisfactory and clean condition. If the Pavilion, bathrooms or adjoining area are damaged by any cause or means whatsoever during the event, Tenant shall be responsible for its repair and all costs associated with returning the facilities damaged to their original pre-event condition (except to the extent arising out of the acts or omissions of the VTCRC).
- e. Tenant has permission to use parking in adjoining designated lot for the event. Tenant agrees to direct its invitees to use only the designated parking area.
- f. Tenant shall not allow more people than the maximum occupancy of 132 persons in the Pavilion.
- g. If at any time the use of the Pavilion by Tenant violates the Rules and Regulations of the VTCRC, an applicable ordinance or law of the Town of Blacksburg, County of Montgomery, Commonwealth of Virginia or the United States of America, Tenant shall either cease and desist from continuing such use or shall surrender Pavilion forthwith upon demand of the VTCRC.
- h. By this Agreement, the VTCRC grants to Tenant no greater rights than expressly stated herein and specifically denies any right to Tenant of possession or occupancy which would be in violation of state law, or the Rules and Regulations of the VTCRC. Smoking is not permitted within 25 feet of any VTCRC building, including the Pavilion. Please see campus map for designated smoking areas at <https://www.vtcrc.com/property>.
- i. In permitting the use of the Pavilion described herein, the VTCRC does not relinquish control or custody thereof and retains the right to enforce any and all laws, rules and regulations applicable thereto. All portions of the Pavilion will at all times be under the charge and control of the VTCRC. The VTCRC or other authorized representatives of the VTCRC may enter upon the Pavilion at all times to make inspections to ensure compliance with this Agreement.

- j. Tenant understands and agrees that during the term of this Agreement there may be other events taking place in other parts of the VTCRC not covered by this Agreement. Tenant shall conduct its activities so as not to interfere with other events.
- k. Tenant must comply with all current ABC regulations including obtaining the appropriate license and providing security, if necessary, in order to consume alcohol on the premises. ABC rules and a copy of necessary forms can be obtained at [www.abc.virginia.gov](http://www.abc.virginia.gov).
- l. All rules and regulations governing the VTCRC are hereby applicable to Tenant during the term of this event and are incorporated herein into the Agreement by reference. Rules and regulations may be reviewed at [www.vtcrc.com/about/policies/building-rules-and-agreed-regulations](http://www.vtcrc.com/about/policies/building-rules-and-agreed-regulations).
- m. Any term, provision, rules, or regulations contained herein or made a part hereof shall not be applicable to any governmental organization, agency or entity to the extent it conflicts with any law, code, policy or regulation governing such organization, agency or entity.
- n. The Pavilion restrooms will be locked at all times. Therefore, a key will need to be checked out from the VTCRC Administrative Office for use on the day of event or business day prior to event. Buildings 1311, 1331, 1341 and 1961 will not be available to event participants. There will be a key charge if the key is not returned by the next business day after the event.
- o. In case of emergency during event, please call 911.
- p. The Pavilion will not be available to rent on the day of NRV Soccer Association games (<https://www.newriverunited.com>) or Virginia Tech Football home games (<https://hokiesports.com>). If you should have questions, please call 540-961-3600.

## **RESTRICTIONS, LIMITATIONS, AND COMPLIANCE**

User shall not use the Space for any illegal purposes and shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, orders, decrees, and guidelines regulating or related to the use of the Space, including but not limited to current COVID-19 health and safety guidelines in effect. User shall also comply with all Owner policies, procedures, rules, and regulations related to the use of the Space. User may not bring any firearms, weapons, explosives, controlled substances, or any other dangerous materials to the Space utilized or any of the Owner's premises on which it is located. Smoking is prohibited indoors and within 25 feet of existing buildings and the patio. Possession, consumption, distribution, or sale of alcoholic beverages is prohibited without an ABC license. Failure to comply with these provisions may subject violators to charges filed and other penalties imposed by the appropriate authorities. All governing entities, regulatory agencies, and Owner reserve the right to monitor the use of the Space. If it is determined that use of the Space poses a danger or risk to the health and safety of any person or is being used illegally, User's right to use the Space will be terminated without notice and User will be required to leave the premises immediately.

**Waiver and Release of Liability:** VTCRC and its employees, agents, representatives, or designees thereof shall not be liable to Tenant or Tenant's agents, employees, guests, invitees, or to any person claiming by, through or under Tenant for any injury, loss, or death to any person, or loss or damage to any property arising from or in connection with the use of the Pavilion. Tenant shall defend, indemnify, and hold harmless VTCRC and anyone acting on its behalf, from all suits, actions, damages, liability and expense in connection with any injury to person, or loss or damage to property arising from or out of any occurrence in, upon, at, or from the use of the Pavilion. Tenant acknowledges that it has read this waiver and release of liability, Tenant fully understands it, and Tenant

signs below freely and voluntarily. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permitted by law, and it shall be binding on Tenant's successors, heirs, and assigns.

**Photo/Images/Media Policy:** The VTCRC reserves the right to take and use photographs, videos, or other recordings of anyone attending or participating in any function sponsored by or held at a VTCRC facility, including the facility described herein, without the expressed written permission of participants or attendees appearing in the photographs, videos, or other recordings. The VTCRC may use these images or recordings in publications or other media materials produced, used, or contracted by the VTCRC, including, but not limited to social media and website content. To help ensure the privacy of attendees or participants appearing in the materials developed and used, names or personal identifying information will not be used unless written approval is obtained from the subject, if he or she is an adult, or from a parent or legal guardian, if the subject is a minor. Anyone who does not wish to have their image or that of their children taken and used for publicity or distribution purposes are required to make their wishes known to the event organizers in writing in advance of the function. By participating in or attending the function at the VTCRC and not providing the VTCRC with advance written notice to refrain from taking and using images of participants or attendees are hereby agreeing to release, defend, hold harmless, and indemnify the VTCRC from any and all claims involving the taking and use of said images and recordings.

Reviewed by: Kenneth S. Smith, Chief Operating Officer

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

**The Tenant acknowledges and agrees that the Pavilion Use Rules and Regulations attached hereto and are made a part hereof this Agreement.**

**The following person is authorized to bind the Tenant to the terms of this Agreement.**

Signature of Authorizing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

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

Company: \_\_\_\_\_