

Virginia Tech Corporate Research Center
TENANT APPLICATION TO RESERVE AMPHITHEATER

2100 Kraft Drive, Blacksburg, VA 24060

Completed form must be returned to the VTCRC Administrative Office

1715 Pratt Drive, Suite 1000, Blacksburg, VA 24060

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 Amphitheater: _____

Time Requested: From _____ To _____

Please describe the event being held at the Amphitheater:

AMPHITHEATER USE RULES AND REGULATIONS

1. Tenant is responsible for any set-up requirements; operational issues and ensuring that the amphitheater 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.
2. Harvey W. Peters Holding Corporation (PETERS) and the Edward Via College of Osteopathic Medicine (VCOM) have schedule priority over all other tenants.
3. VTCRC, PETERS, and VCOM and their 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 Amphitheater. Tenant shall defend, indemnify, and hold harmless VTCRC, PETERS, and VCOM and anyone acting on their 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 Amphitheater. 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.
4. Tenant shall be responsible for turning off all lights used in conjunction with the event. Tenant shall be responsible for any excessive utility charges incurred during its use.
5. All event publicity must clearly state whether the event is open to the public or not.
6. Tenant agrees by execution of this Agreement that the Amphitheater and adjoining area are in satisfactory and clean condition. If the Amphitheater or adjoining area is damaged by any cause or means whatsoever during or as a result of the event, tenant shall be responsible for its repair and all costs associated with returning it to their original pre-event condition (except to the extent arising out of the acts or omissions of the VTCRC, PETERS, or VCOM).
7. Tenant has permission to use parking in adjoining designated lots for the event. Tenant agrees to direct invitees to use only the designated parking area. Tenant must provide the VTCRC Administrative Office with updated event details, timing, and number of expected attendance.
8. Tenant shall not allow a larger number of persons than legal capacity permits and/or that can safely and freely move about in the Amphitheater.
9. All rules and regulations governing the Virginia Tech Corporate Research Center are hereby applicable to tenant during the term of this event and are incorporated herein into the Agreement by reference.



Portable Toilets may be placed on level ground in area shown on the map in yellow. Handicapped parking, bike or walk pathways and Blacksburg Transit Stops shall in no way be blocked, affected or compromised by the location of portable toilets.



10. Tenant must provide adequate portable restroom facilities for the event. Units must be provided at a minimum rate of one per 100 attendees or fraction thereof. There are numerous suppliers of portable restroom facilities in this area. The restroom facilities shall be placed in the area designed by the VTCRC. VTCRC and VCOM building restrooms will not be available to event participants.

11. All concession and catering rights in the VTCRC are reserved to the VTCRC. All catering concession sales must be pre-arranged with the VTCRC Administrative Office, in accordance with the terms stated in this Agreement.
12. If at any time the use of the Amphitheater 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 Amphitheater forthwith upon demand of the VTCRC.
13. This Agreement is a non-exclusive license to use and shall not be considered a lease. The VTCRC may terminate this license at any time for any reason. Time is of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the Amphitheater or for installation or removal of equipment without permission from the VTCRC. 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 Amphitheater.
14. In permitting the use of the Amphitheater 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 Amphitheater 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 Amphitheater at all times to make inspections to ensure compliance with this Agreement.
15. 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.
16. Tenant must comply with all current ABC regulations including obtaining a banquet license and providing security, if necessary, in order to consume beer on the premises. Sale of alcoholic beverages is strictly prohibited on VTCRC grounds. ABC rules and a copy of necessary forms can be obtained at www.abc.virginia.gov.
17. Any term, provision, rule or regulation 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.
18. In case of emergency during use of the amphitheater, please call 911.

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 Amphitheater. 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 Amphitheater. 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: Pat Morris, Director of Real Estate

Signature: _____ Date: _____

The Tenant acknowledges and agrees that the Amphitheater 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: _____