

The Events Center Use Agreement

Use Agreement Type:

Agreement Date: _____

CASCADES OVERLOOK DEVELOPMENT PARTNERS, LLC	
Street/Floor	4080 Lafayette Center Dr Ste 265
City:	Chantilly
State & Zip Code:	VA, 20151

Tenant Details

Name:		Social/Federal ID No:	
Address:			
City/State:			
Zip Code:			
Email Address:			
Emergency Contact			

Invoicing Details (if different)

Company Name:	
Address:	
City/State:	
Zip Code:	

The standard fee (excluding tax)

The Use	Contract Amount \$	Number of Guests	Additional Fee \$	Comments
	Total \$			

Payment:

- Check if Renewal
 One Time Use
 Monthly Use

Length of Agreement	Day:		Start time:		End Time:	
Times of Use	Day:		Start time:		End Time:	
	Day:		Start time:		End Time:	

Comments

We are Cascades Overlook Development Partners, LLC at 4080 Lafayette Center Drive Suite 265 Chantilly, Virginia, 20151. This Agreement incorporated our terms of business set out on attached Terms of Business which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. Note that the Agreement does not come to an end automatically. See "Bringing your Agreement to an end".

Name (printed) _____
 Title (printed) _____
 Date _____
 SIGNATURE _____

Name (printed) _____
 Title (printed) _____
 Date _____
 SIGNATURE _____

Cascades Overlook Development Partners, LLC

Phone: 571-313-1145
571-243-7037
571-309-4041

If you will be serving alcoholic beverages at your event and your caterer does not have an ABC license, YOU MUST SECURE A ONE-DAY BANQUET LICENSE. These are available online (www.abc.com) for a nominal fee, but please allow a minimum of two weeks for processing. Initial _____

Terms of Business

USING CASCADES OVERLOOK DEVELOPMENT PARTNERS, LLC (also referred to as “The Event Center”)

1. These are our terms of business.

They apply to the use Agreement which you the client have signed (which we refer to simply as your Agreement). Your Agreement supersedes any previous Agreement you may have with us for the same uses and contains all the terms we have agreed to.

STANDARD USES INCLUDED IN YOUR STANDARD FEE

2. Furnished Accommodation

We are to provide the fully furnished accommodations for which you have agreed to pay for in your Agreement (also referred to in the Agreement as the “Furnished Accommodation” or the “Accommodation(s)”). Your Agreement lists the accommodations we have initially allocated for your use. Occasionally, we may need to allocate different accommodations, but these will be of equivalent size and we will attempt to obtain your approval with respect to such different accommodations in advance.

3. Accommodation Uses

We are to provide the accommodations described on the front of this Agreement during the specified hours. We are happy to discuss special arrangements for use of these accommodations outside the specified hours (also referred to in the Agreement as “use request(s)”). All use requests are subject to the availability of our Event Center at the time of any use request. We will endeavor to deal with a use request at the earliest opportunity, but will not be held responsible for any delay. We reserve the right to charge an additional fee for any use request granted.

4. Cascades Overlook Development Partners, LLC Internet Access (Cascades Overlook Development Partners, LLC Technology Policy)

You must comply with any copyright notices, license terms or other notices appearing on screen or as part of any material on the Internet or our network. You must not copy, use or exploit such software or other material in any way, unless we have explicitly given you permission to do so. You must strictly comply with the terms of any permission that we give. We do not make any representations as to the security of our network (or the Internet) or of any information that you place on it. You should adopt whatever security measures (such as encryption) you believe are appropriate to your circumstances. We cannot guarantee that a particular degree of availability will be attained in connection with your use of the services. You hereby warrant to us that our provision of these services to you will not infringe the rights of any third party. You agree to comply with the Cascades Overlook Development Partners, LLC Technology Policy and we reserve the right to make changes to the Technology Policy at any time. If we fail to provide the services as warranted, your sole and exclusive remedy shall be the remedy of such failure by us within a reasonable time after written notice. The above warranty is in lieu of all other terms, conditions and warranties, whether express or implied by usage, custom, statute or otherwise, appertaining to the services and manner in which we perform our obligations and exercise our rights including, but without prejudice to the generality of the foregoing, such as relate to the description, performance, quality, suitability or fitness for any particular purposes, of the services. We do not warrant that the services will be uninterrupted or error free.

USING THE ACCOMMODATION

5. Event/Accommodation Start Date

You will be asked to sign an inventory of all accommodation(s), furniture and equipment you are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to you. You may at any time have as many individuals in your accommodation(s) during your specified hours set forth on the front of this Agreement not to exceed the maximum number. This number is noted on the front of this Agreement. Anytime the number of people sharing an accommodation exceeds the maximum number allowable in that accommodation we reserve the right to request the amount of individuals over the maximum to vacate the accommodations immediately, due to building and fire codes for the accommodations. Due to outside factors, this maximum number must be adhered to at all times. Any fine or other liability resulting from adherence or lack thereof to the maximum number requirement shall be borne by the client and will not void any other term or payment of this Agreement.

6. Parking

Cascades Overlook Development Partners, LLC will designate parking areas, you shall park vehicles and shall cause your guests to park their vehicles only in such designated parking areas agreed to. We may ourselves or through any agent designated for such purpose, make, administer and enforce additional reasonable rules and regulations regarding parking by you or your guests in the Center that would not be unduly burdensome or inconvenient to you or your guests, including, without limitation, rules and regulations permitting us or such agent to move any vehicles improperly parked to the designated parking areas. No vehicle shall be left in the parking areas of the Center for more than 24 hours. For your reference a detailed drawing will be given to you for your use to direct your guests in parking. No use of the parking garage is included in this agreement. Valet services may be required during high traffic hours. If valet is required there is no additional charge to the client. _____ Client Initial

7. The Nature of Your Event

You must only use the accommodation for the purpose stated in your Agreement or subsequently agreed with us. You must not carry on a business which competes with our business of providing accommodations. You must not use the name Cascades Overlook Development Partners, LLC in any way connected with your event.

8. Your Name and Address

You may only carry on that event in your name or some other name that we previously agree. At your request and cost we will include that name in the directory at The Event Center, where this is available. You must not put up any signs on the doors to your accommodation or anywhere else which is visible from outside the Accommodation you are using. You may use The Cascades Overlook Development Partners, LLC address as your event address.

9. Taking Care of Our Property

You must take good care of all parts of The Cascades Overlook Development Partners, LLC, its equipment, fittings and furnishings which you use. You must not alter any part of it. You are liable for any damage cause by you or those in The Event Center with your permission or at your invitation. _____ Client Initial

10. Furniture and Equipment

You must not install any furniture or office equipment, cabling, IT or telecom connections without our consent, which we may refuse at our absolute discretion. The maximum allowed decibel level is 80. _____ Client Initial

11. Keys and Security

Any keys or entry card which we let you use remains our property at all times. You must not make any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement keys or cards and/or changing locks, if required. It is your responsibility to lock the doors to your accommodation and to The Event Center when you leave.

12. Comply with the Law

You must comply with all relevant laws and regulations in the conduct of your event. You must do nothing illegal. You must not do anything that may interfere with the use of The Event Center by us or by others, cause any nuisance or annoyance, and increase the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the center which contains The Event Center. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your Agreement and (b) any violation by you of the foregoing sentence shall constitute a material default by you hereunder, entitling us to terminate your Agreement.

13. Comply with House Rules

You must comply with any house rules which we impose generally on users of The Event Center whether for reasons of health and safety, fire precautions or otherwise.

14. Insurance

It is your responsibility to arrange insurance for your own property which you bring into The Event Center and for your own liability to your guests and to third parties.

PROVIDING THE USES

15. Access to your Accommodation

We can enter your accommodation at any time. However, unless there is an emergency we will as a matter of courtesy try to inform you in advance when we need access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. We will also respect security procedures to protect the confidentiality of your event.

16. At the Start of your Agreement

If for any reason we cannot provide the Accommodation(s) stated in your Agreement by the date when your Agreement is due to start we have no liability to you for any loss or damages but you may cancel the Agreement without penalty. We will not charge you the standard fee for accommodations you cannot use until they become available.

17. Suspension of Uses

We may by notice, suspend the provision of uses (including access to The Event Center) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event the payment of the standard fee will also be suspended for the same period.

18. Our Liability

We are not liable for any loss as a result of our failure to provide a use as a result of mechanical breakdown, strike, delay, failure of team, termination of our interest in the building containing The Event Center or otherwise unless we do so deliberately or are grossly negligent. We are also not liable for any failure until you have informed us about it in writing and given us a reasonable time to put right. You agree (a) that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, your Agreement and/or your use of the accommodations except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our gross negligence (our liability); and (b) that our liability will be subject to the limits set out in the next paragraph. We will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. We strongly advise you to insure against all such potential loss, damage expense or liability. In addition, Client releases THE CASCADES OVERLOOK DEVELOPMENT PARTNERS, LLC from any liability arising out of or incurred in connection with any Mail and/or Packages received.

We will be liable:

- Up to a maximum of \$1,000,000 (for any one event or series of connected events) for damage to your personal property;
- Up to a maximum equal to 125% of the total fees paid under your Agreement up to the date on which the claim in question arises or \$50,000 (whichever is the higher), in respect of all other losses, damages expenses or claims.

OUR AGREEMENT

19. The Nature of Your Agreement

Your Agreement is the commercial equivalent of an Agreement for accommodation in a hotel/ or other Event Facility. The whole of The Event Center remains our property and in our possession and control. You acknowledge that your Agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the accommodation. We are giving you just the right to share with us the use of The Event Center so that we can provide the accommodations to you. The Agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your Agreement and our obligations under it at any time.

20. Duration

Your Agreement lasts for the period stated in it if less than thirty (30) days. If this is a long term rental (more than thirty (30) days) your Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the current term until brought to an end by you or by us. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be the market price listed on the front of the use Agreement. In all other respects your Agreement will renew on the same terms and conditions.

21. Bringing Your Agreement to an End

Either of us can terminate your Agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if your Agreement, extension or renewal is for three months or less and one of us wishes to terminate it, the notice period is two months or if shorter one week less than the period stated in your Agreement, extension or renewal.

22. Ending Your Agreement Immediately

We may put an end to your Agreement immediately by giving you notice if: you become insolvent, go into liquidation or become unable to pay your debts as they fall due, you are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice, or your conduct, or that of someone at The Event Center with your permission or at your invitation, is incompatible with the stated use. If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must:

- Pay for additional accommodations you have used
- Pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or (if longer) for a further period of three months, and
- Indemnify us against all costs and losses we incur as a result of the termination.

23. If The Event Center is Not Available

In the unlikely event that we are no longer able to provide the uses and accommodation at The Event Center stated in your Agreement then your Agreement will end and you will only have to pay standard fees up to the date it ends and for the additional accommodations you have used. We will try to find a suitable alternative accommodation for you at another event center.

24. When Your Agreement Ends

Upon your departure we reserve the right to charge additional reasonable fees for any repairs or cleaning needed above and beyond normal wear and tear. If you leave any of your own property in The Event Center we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale. You are responsible for any loss, claim or liability we incur as a result of your failure to vacate on time and we may, at our discretion, permit you an extension subject to a surcharge on the standard fee.

25. Employees

While your Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of our current employees or anyone who has left our employment in the last 3 months. If you do, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.

26. Notices

All formal notices must be in writing. Client is responsible to keep current address of record on file with The Cascades Overlook Development Partners, LLC.

27. Confidentiality

The terms of your Agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after your Agreement ends.

28. Indemnities

You must indemnify us in respect of all liability, claims, damages, loss and expenses which may arise (except to the extent caused by our gross negligence or willful misconduct).

- If someone dies or is injured while in the accommodation you are using.
- From a third party in respect of your use of The Event Center and the accommodations.

- If you do not comply with the terms of your Agreement.

You must also pay any cost, including reasonable legal fees, which we incur in enforcing your Agreement.

29. Data Protection

You agree that we may process, disclose or transfer (including outside the EEA – European Economic Area – to other countries which are part of our international network from time to time) any personal data which we hold on or in relation to you provided that in doing so we take such steps as we consider reasonable to ensure that it is used only to fulfill our obligations under your Agreement; for work assessment and fraud prevention; or to make available information about new or beneficial products and uses offered by us and other organizations which we consider may be of interest to you. Please be aware that countries outside the EEA – European Economic Area – may not have laws in force to protect your personal data.

30. Applicable Law

Your Agreement is interpreted and enforced in accordance with the laws of the state in which The Cascades Overlook Development Partners, LLC in question is located. We both accept the exclusive jurisdiction of the courts of such jurisdiction where The Cascades Overlook Development Partners, LLC is located.

FEES

In the following clauses any references to “fees” alone means all of the standard use fees.

31. Standard Uses

The standard fee plus appropriate taxes and all other fees and charges referred to in our use Agreement, in accordance with or published rates which may change from time to time are invoiced in respect of the uses to be provided and are payable in advance of your event. If this is a long term rental (more than thirty (30) days) you will be billed during the month in advance in full on the 1st day (or such other day as we designate) of each month. You agree to pay promptly all (i) sales, use, excise and any other taxes, surcharges or license fees which you are required to pay to any governmental authority (and, at our request, will provide to us evidence of such payment), and (ii) any taxes paid by us attributable to your accommodation, including, without limitation, any gross receipts, rent and occupancy taxes, surcharge fees or tangible personal property taxes.

32. Additional Uses

Fees for additional uses, plus applicable taxes, in accordance with our published rates which may change from time to time, are invoiced upon departure and are due immediately. If this is a long term rental (more than thirty (30) days) you will be billed in arrears and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional uses were provided.

33. Security Deposit

You may be required to pay a security deposit not to exceed the equivalent to 2 times the standard fee on entering into your Agreement. This will be held by us as security for performance of all your obligations under your Agreement. The security deposit, or any balance after deducting outstanding fees will be returned to you upon inspection and you have settled your account with us in full. We may require you to pay an increased security deposit if applicable.

34. Late Payment

If you do not pay fees when due, a use fee of \$25.00 plus 5% interest will be charged on all overdue balances under \$1,000.00 or a fee of \$50.00 plus 5% interest on all overdue balances will be charged on all overdue balances of \$1,000.00 or greater. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The amount of interest and fees we charge will be the lesser of the amounts stated, or the State's legally enforceable maximum, whichever is the lesser. In the case of U.S. Government Contracts, the amount of interest and fees we charge will be lesser of the amounts stated or those set by the Secretary of the Treasury and implemented by the Prompt Payment Act.

35. Insufficient Funds Fees

You will pay a fee of \$25.00 or the maximum amount permitted by law for the return of any payment for insufficient funds.

36. Subordination

Your Agreement is subordinate to our lease with our landlord and to any other Agreements to which our lease with our landlord is subordinate.

37. Annual Increase

We will increase your current standard use fee on each and any annual anniversary of the start date of your Agreement by 4% over the previous year. This will only apply to Agreements that have an original start and end date constituting more than a 12 month term. Renewals do not fall under this category and will be renewed as per clause 19 above.

38. Security Deposit

A security deposit for 20% of the amount of the rental is due upon signing the agreement. The security deposit is refundable within 30 days of the event date; thereafter it is non-refundable for cancellation. We will refund your security deposit within 7 days following your event and an inspection of the space assuming no damage has occurred. If damage to the space has occurred that the amount needed to correct the damage will be held and only the remaining deposit will be refunded.

39. Payment Due Dates

Full Payment is due 30 days prior to your event. If we do not receive 100% of your payment 30 days prior to your event date we will retain your security deposit and terminate the use agreement.

Initial _____