



## Event Space Borrower Agreement | The Fuse Box Christian Youth Complex

**THIS AGREEMENT** ("the Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Fuse Box Christian Youth Complex whose business address is 503 15<sup>th</sup> Street, Virginia Beach, VA 23451 and \_\_\_\_\_ of \_\_\_\_\_ (the "Borrower") collectively, the "Parties".

The parties agree as follows:

### Space Borrowing

The Fuse Box hereby grants a limited and revocable license (the "License") to the Borrower to use the following spaces:

\_\_\_\_\_ (the "Space") on the Event Date & during the hours specified under this agreement.

### Event

The Borrower shall hold the following Event: \_\_\_\_\_ (the "Event") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Event Date"), between \_\_\_\_:\_\_\_\_ (am/pm) and \_\_\_\_:\_\_\_\_ (am/pm). Borrower is authorized to use the Space to hold the Event, and for no other purpose.

### Fees

Borrower shall give to The Fuse Box a total donation of \$ \_\_\_\_\_ (the "Fee"), for the use of the Space in cash.

### Security Deposit

Borrower shall give to The Fuse Box a security deposit of \$ \_\_\_\_\_ (the "Deposit"), in cash, upon the execution of this Agreement. This deposit will be returned directly after the event once a survey of the property has been taken by a The Fuse Box representative.

### Space Specifications

The Fuse Box grants to Borrower the following amenities at the Space: \_\_\_\_\_.

**Disclaimers:** The Space shall be provided by The Fuse Box as-is and makes no warranty regarding the suitability of the Space for Borrower's intended use.

**Condition:** After the completion of the Event, the Borrower shall leave the Space in the same or similar condition as received from The Fuse Box.

**Damages:** Beyond ordinary wear and tear, Borrower shall be responsible for any damage caused by Borrower's use of the Space. This includes, but is not limited to, damages to sound, lighting, and gaming systems. Borrower shall arrange for the repair of any such damage. In the event that Borrower does not make any necessary repairs, The Fuse Box shall arrange for the same at Borrower's expense.

**Cleanup:** Borrower will be responsible for clearing all trash generated at the Event and depositing it in the dumpsters outside in the parking lot. A Fuse Box representative will be onsite to make final approval of cleanup.

**Right of Entry:** The Fuse Box Staff shall have the right to enter the Space at all times, including any emergency that may threaten damage to Beach Church's property, or injury to any person in or near the Space.

**Indemnification:** Borrower is responsible for providing their own event insurance, at their discretion. Borrower hereby indemnifies and holds harmless Beach Church and The Fuse Box from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) during the Borrower's use of the Space, including any acts or omissions on the part of Borrower, its employees, officers, directors, independent contractors, or other agents. Borrower shall notify The Fuse Box of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

**Revocation:** The Fuse Box shall have the right to revoke the License at any time prior to the Event Date, provided it gives Borrower prior written notice of revocation. In the event that The Fuse Box revokes the License prior to the Event for reasons other than non-giving of donation or breach of this Agreement by Borrower, The Fuse Box shall refund to Borrower the full amount paid by Borrower in connection with this Agreement, including the entire Deposit.

**Cancellation:** Borrower may cancel the Event by notifying The Fuse Box by providing notice seven (7) days or more before the Event Date. In such an event, The Fuse Box shall refund to Borrower the full amount of the Donation. In the event if the Event is cancelled within seven (7) days of the Event Date, The Fuse Box shall have the right to retain the full Deposit should they choose to do so.

**Assignment:** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**Governing Law:** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Virginia, without regard to conflicts of law principles.

**Entire Agreement:** This Agreement constitutes the entire agreement between Borrower and The Fuse Box, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**IN WITNESS THEREOF,** the Parties have caused this Agreement to be executed the day and year first above written.

BORROWER

\_\_\_\_\_  
EVENT DIRECTOR of The Fuse Box

Please mail this agreement to our address as listed above,  
14 days before your planned event. Deposit is due on the day of the event.