# EXHIBIT B

# MAIN STREET STATION HEAD HOUSE RENTAL INFORMATION TERMS AND CONDITIONS VALID AFTER JULY 1, 2017

#### **Terms and Conditions of Use**

Main Street Station (the "Station") is a registered National Historic Landmark. Planned events should be in keeping with the nature of a historic property. The Station was restored to reflect its original early 1900's grandeur. We want to preserve the beauty and historical value of this property that makes it a one-of-a-kind venue for your special event. We require that you respect all of the areas of the Station, inside and out. The following terms and conditions are designed to keep the Station beautiful and safe for you, our guests and passengers.

#### **Reservations:**

Reservations are made when a License Agreement is signed by the RMTA as the Licensor and also the licensee and when payment of all fees is made in full. Payment can be made by check, Visa, or MasterCard. Checks should be made payable to "RMTA." Photo Identification is required by the Licensee and Payer of the event (if other than Licensee). The Licensee will have 14 days from verbal confirmation to finalize its reservation by providing the RMTA with a signed License Agreement and payment of all fees.

Reservations must be made a minimum of 30 days in advance of the date of your event. <u>Any referenced</u> <u>Date is considered a calendar date which begins at 12:01AM- 11:59PM</u>. All event times are able to be scheduled until midnight; should an event choose to extend beyond, the additional hourly rate will apply.

A specific date may be held tentatively for up to 30 days. Prior to the 30-day deadline, if another party is interested in making a reservation on that date notice will be given by phone or email to the party holding the date. The party holding the date must make a reservation within 24 hours or the date will be considered open and may be taken by another party.

Reservations must be cancelled in writing within 45 days of the event start date by the Licensee. Any Licensee who does not notify the Licensor in writing will be subject to all lost wages of preparing for the event. The Main Street Station property includes the Shed behind the main Headhouse, as a result multiple events may transpire at the same time without notice.

All event related fees are non-refundable.

## Trains:

Main Street Station is an operating train station. If train arrivals occur during the time of your event, Amtrak guests will have customary user rights to the designated waiting area, elevators, stairs, restrooms, vending machines and pay phones regardless of events. Passengers cannot be denied entry to those areas.

Events will not be permitted, in the judgment of the Licensor, that could disrupt or conflict with the primary uses of the building as a historic landmark and working train station, or that reflect adversely on the Main Street Station.

The Licensor will review all applications for use on a case by case basis for consistence with this general policy. Any disruptive or conflicting use on the part of the Licensee would constitute grounds for cancellation of the event and forfeiture of any fee remitted.

Train Arrivals:*					
Monday – Thursday	10:10 am	10:29 am	5:15 pm	6:30pm	
Friday	9:34am	10:29am	5:15pm	6:30pm	8:44pm
Saturday	9:34 am	9:42am	6:30pm	7:38pm	
Sunday	9:34am	9:42am	6:30pm	7:38pm	

\*These are scheduled arrival times and may not be actual arrival times. Amtrak schedule is subject to change without notice.

## <u>Capacity:</u>

Main Street Station's maximum occupancy is **738**. If the event has dancing, dimmed lights and alcohol the maximum occupancy is **393 occupants**.

#### Facility Use Times:

The time stated in the License Agreement is the time during which the Licensee and its guests will have use of the space designated in Exhibit "A" of the License Agreement. Guests are not permitted past stantions or any other barricade within the property. Access to the shed is only granted with a licensed rental agreement. In addition to the time of the event, fees include use of the space three hours prior to the event for vendors to set up and one hour after the event for clean-up. Please be sure that all parties understand exactly what hours are permitted for use. Event time <u>begins when the first guest arrives, and end time is when the Licensee or the last guest leaves</u>. Any event which runs over this Licensed Time (per signed "License Agreement"), at the hourly rate or prorated to the next half hour. For events requiring more than the licensed time for set up and clean up, the additional hourly rate will apply.

Bartenders should make last call ½ hour prior and entertainment should stop 15 minutes prior to the end time of the event as stated on the License Agreement.

For weddings, if the bride and groom wish to have any photographs taken in the Station prior to the event start time, it must be scheduled in advance with the Station's Event Coordinator.

No changes will be permitted to the event time less than 30 days prior to the event.

## Space and Furnishings Available for Use:

See Exhibit "A" for space included in License. The Old Retiring Room and Old Dining Room are included in the reservation as-is and can be used with or without the upholstered and leather furniture. *Use of the first floor is limited and must be pre-approved by the Event Coordinator 30 days prior to the event*. The Loggia (balcony) is available for use weather permitting. <u>No smoking is permitted on the Loggia or in Main Street Station</u>.

The bride Green Room is available for use as a dressing room or as storage for personal items, for an additional fee on the day of the event and by reservation only. Brides are able to access the green room at the time the station opens and must vacate the room one hour after the set event end time.

The catering kitchen is available for use to the caterer for an additional fee on the day of the event and is by reservation only.

The existing tables and chairs in the Station are available for use during events. This includes ten 36" round marble top tables and ten 28" round marble top tables with 60 matching bistro chairs. Additionally, we offer 12-six foot rectangular, 15 five foot round tables as well as an additional set of 39 wire chairs, for event use.

The Licensee is responsible for the rental of any additional furniture from the vendor of their choice. All vendors must adhere to these Facility Use Terms and Conditions.

Any marble top tables or furniture that the Licensee wishes to move for the event will be moved by Station personnel and must be coordinated in advance with the Station's Event Coordinator.

Any banquet tables or stacking chairs borrowed from the Station during an event will be the responsibility of the Licensee or designee to move and replace at the end of the event. <u>Furniture being</u> <u>moved MUST BE LIFTED AND CARRIED</u> to prevent damage to floors. Tables and chairs borrowed from the Station must be wiped down before being placed back in storage.

The display cases on the first and second floor of the Station are not moveable and should not be tampered with in any way. No items are permitted to be set atop the cases.

No signs, public art or exhibition items may be removed or tampered with in any way.

Main Street Station reserves the right to set up temporary barricades to ensure clear pathways for train passengers to enter and exit the building.

Note: Through 2017-18, ongoing work by the City associated with the renovation of the Train Shed may cause closures with the Loading Dock, Freight Elevators, Concourse, first floor, and/or Parking.

## **Decorations:**

All flowers and decorations must be placed on tables or be freestanding. <u>No tape or adhesive of any kind</u> is allowed on any surface of the Station, including, but not limited to, floors, walls, and columns.

Any signs, posters or photographs displayed during events must be freestanding; they may not be attached to or propped against any surface of the Station.

No candles, flames or detached helium balloons are permitted. <u>All decorations need to be approved by</u> the venue Event Coordinator no later than 30 days prior to the event.

It is the Licensee's responsibility to have all decorations and items not belonging to the Station removed within one hour of the end of the event. If items are not removed, additional custodial fees will be retained by Licensor. Licensor and the RMTA will not be responsible for the security of any items not removed after an event.

## Entertainment:

Any entertainment other than DJ's must be pre-approved by the Station's Event Coordinator. All entertainment vendors must abide by these Facility Use Terms and Conditions. Licensor reserves the right to request that the volume level of music be lowered.

Bands are required to provide insurance; please see the "Insurance Requirements" section of this document.

## **Electronics**:

Several duplex outlets are located in the waiting room (See Exhibit A). There is one 50 amp circuit available for use.

Any cords running across the floor must be covered with non-adhesive cord protectors or rugs to prevent tripping hazards. (These items are not provided by Main Street Station.) No tape or adhesive of any kind is allowed on any surface of the Station, including floors.

There is no AV equipment available for use at Main Street Station. AV equipment may be brought in by the Licensee or the vendor of Licensee's choice. All vendors must adhere to these Facility Use Terms and Conditions.

## <u>Lighting:</u>

Chandeliers and wall fixtures in the second floor waiting room, Old Dining Room and Old Retiring Room can be dimmed prior to the event upon request. For the safety of our guests and staff, these chandeliers and wall fixtures will only be reduced to a 50% level. If additional lighting is used, all cords must be covered with a rug.

## **Deliveries:**

Deliveries may not be made prior to the day of the event. <u>All deliveries must be scheduled with the Station's Event Coordinator</u>. Licensor, its employees and contracted employees will not be responsible for the delivery acceptance of any items. A freight elevator located at the loading dock is available to transport items to the second floor.

Deliveries and set up must be arranged with the Station's Event Coordinator and will not be allowed to begin prior to the time approved by the Station's Event Coordinator.

Note: Through 2017-18, ongoing work by the City associated with the renovation of the Train Shed may cause periodic closures with the Loading Dock, Freight Elevator, Concourse, the first floor, and/or Parking.

Any items brought in for use during the event must be lifted and carried across the floors, unless moved on a cart with rubber wheels.

All items not belonging to the Station must be removed within one hour of the end of the event. If delivery items are not picked up within one hour after the event, a storage fee will be paid to Licensor. Licensor and the RMTA will not be responsible for the security of any items not removed within one hour after the end of the event.

## <u>Cleaning:</u>

Custodial staff is not provided during events. The venue Use Fee paid by Licensee covers cleaning of the restrooms and floors after the event.

Any trash must be removed by the caterer and taken to the designated blue trash receptacle in the back of the East Parking Lot. <u>Any breakage and clean up during the event will be the responsibility of the caterer.</u>

The Licensee is responsible for ensuring the removal of any items not belonging to the Station within one hour of the end of the event. Additional fees will be paid if there is any damage to Station property or excessive mess.

#### Appearance of the Station:

Licensor and the City make commercially reasonable offers to ensure that the building and surrounding property is in good condition; however, neither Licensor nor the City makes any guarantees regarding the appearance of the Station.

#### Security:

Security is required for every event. There is a four hour minimum guarantee for each security guard. If the Licensee wishes to provide its own security, such security would be in addition to the required security provided by the Licensor. It is recommended to have security go beyond the event end time to ensure the safety of all guests exiting the premises.

## <u>Catering:</u>

All food and beverages must be provided by a licensed caterer who is approved by Licensor. Only caterers licensed to do business as a caterer in the City and Commonwealth of Virginia and who meet Licensor's insurance requirements are permitted to cater at Main Street Station. The caterer will be required to enter into a license agreement and provide current copies of its license issued by the Virginia Department of Health and ABC license (if applicable) a minimum of 30 days prior to the event. The caterer must also provide proof of required insurance as stated in the "Insurance Requirements" section a minimum of 30 days prior to the event.

A basic catering kitchen is located on the first floor and available to all caterers for an additional fee (see rate sheet). <u>No propane or butane is permitted in the Station</u>. Hot boxes, sterno and electric burners may be used for warming.

Licensor does not provide custodial staff during the event. <u>Caterers are responsible for immediately</u> <u>cleaning up any breaks, spills or messes which occur during the event.</u> Caterers are also responsible for emptying any full trash cans during the event, and removing trash to the designated blue trash receptacle

outside. These items and other logistics are discussed further in the event catering meeting, 45 days before the event.

Deliveries may not be made prior to the day in the License Agreement. All deliveries must be scheduled with the Station's Event Coordinator. Licensor, its employees and contracted employees will not be responsible for the delivery acceptance of any items.

Any items brought in for use during the event must be lifted and carried across the floors, unless moved on a cart with rubber wheels.

All items must be removed within one hour of the end of the event.

A scheduled on-site visit with the Licensee, caterer and the Station's Event Coordinator is required a minimum of 45 days prior to the event. <u>A detailed, finalized floor plan must be submitted to the Station's Event Coordinator for approval a minimum of 30 days before the event</u>. Any changes to the submitted floor plan must be approved by the Station's Event Coordinator.

The caterer agrees to defend, indemnify and hold harmless Licensor, the RMTA and Amtrak from and against all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of third persons and damage to and loss of property which are caused by, arise from, or grow out of any breach by the caterer of any condition on any agreement with Licensor, or from any act or omission of caterer, its employees, servants, agents or invitees.

Wedding cakes may be provided by someone other than the approved caterer.

All vendors must adhere to these Facility Use Terms and Conditions, please ensure everyone has a copy.

#### Alcoholic Beverages:

If alcoholic beverages are to be served, the appropriate license must be provided by the Licensee or caterer. A copy of the alcoholic beverage license ("ABC License") must be posted at the bar during the event and a copy provided to the Station's Event Coordinator at least 7 days prior to the event. All laws and regulations affiliated with the serving and consumption of alcoholic beverages must be followed and are the responsibility of the holder of the ABC License for the event. The ABC license holder must provide liquor liability insurance as stated in the "Insurance Requirements" section. ABC licenses may be obtained by contacting the Virginia Department of Alcoholic Beverage Control. All bartenders must be licensed and certified, if not provided by the event caterer. Proof of such licensing may be requested by the Facility Coordinator.

Licensor will exercise the right to protect its guests and property by requiring the removal of any inebriated or disorderly guest or any guest exhibiting inappropriate behavior. Licensor will require removal of anyone consuming alcoholic beverages that is not of legal age and may contact law enforcement authorities and/or terminate the event.

#### Insurance Requirements:

Each Licensee must provide Commercial General Liability Insurance with a combined limit of not less than\$1,000,000 per occurrence and a certificate of insurance evidencing the above naming the <u>RMTA</u>, <u>Licensor, Amtrak and any tenant of the Station</u>, as additional insured and providing that the coverage will

not be cancelled, modified or non-renewed without a minimum of forty-five (45) days written notice to Licensor.

Any vendors, such as caterers and bands, who will be on site for the event, shall also furnish a certificate of insurance with the same terms and conditions as described above.

If any alcohol is served, the server shall also furnish evidence of liquor liability insurance with limits of not less than \$1,000,000 per occurrence.

The RMTA offers special events insurance coverage. For more information, please contact **Keith Barron** at 804-646-5604 or <u>keith.barron@Richmondgov.com</u> or Donnell Stewart, Risk Coordinator 804-646-0107. (If Licensee chooses to purchase insurance through the City, this policy has limited property damage coverage that is subject to special exclusions. The cost of any property damage to the Station not covered by this policy will be the responsibility of the Licensee.)

## Parking:

Parking for any Main Street Station event is public paid parking surrounding the station to the North (across Main Street) and to the East of the building. Guests may only park in the <u>unmarked</u> spaces in that lot. Any guest parking in a reserved space is subject to having the vehicle towed. Guests will be required to pay the hourly/daily rate, which includes a receipt on the dashboard of each vehicle. Please provide your guests with the hourly rate and instructions to place their tickets on the dashboard. Directions to the lot will be provided with the License Agreement or are available upon request

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#### Other:

Main Street Station is wheelchair accessible.

The hours which the Station is open to the public are Monday through Thursday, 8:00 a.m. to 7 p.m.; Friday, 8:00 a.m. to 9:00 p.m.; and Saturday and Sunday, 8:00 a.m. to 8:30 p.m.

Licensee is responsible for obtaining all necessary city, state and federal permits at the Licensee's expense and providing copies to the Station's Event Coordinator at least 30 days prior to the event.

Licensor and the City are not responsible for items lost or stolen during an event.

Main Street Station is a non-smoking facility. Smoking is not permitted on the Loggia (balcony). Licensor will not tolerate possession or use of illegal substances on any part of the premises, inside or out. Law enforcement authorities will be contacted if any person is suspected of or found using illegal substances.

**Sparklers are prohibited** at Main Street Station, per City Code. As an alternative, bubbles, glow sticks, and streamers can be used at the time of departure for the bride and groom, but such use must be confined to the outside front steps.

No items may be thrown or tossed from the Loggia (balcony) including bouquets and garters.

Coat check is not provided, but is recommended for events during cold weather. Licensee will be responsible for obtaining any items or staff needed for coat check and associated costs.

Licensor and the City retain the right to photograph all events, and may use the photographs in marketing materials.

A list of all vendors must be provided to the Station's Event Coordinator at least 60 days prior to the event.

It is the responsibility of the Licensee to be familiar with these Facility Use Terms and Conditions and to make sure that all vendors abide by them. Please understand that the Licensee is accepting responsibility for the actions of themselves, their guests and vendors and will be held responsible for any damage to the Station and any Station property or excessive clean up caused by any of these parties' actions or lack thereof. The extent of any damage and/or clean up and any related charges will be determined solely by Licensor and is not subject to negotiation. Licensee agrees to any such determination made by Licensor. Any cost over the amount of the damage deposit will be billed to the Licensee and is payable upon demand.

## Thank you for considering Main Street Station for your special event.

#### Please contact Kristen Reece, at (804) 523-3329 with any questions or to make reservations.

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