

Room Usage Contract

As a service and opportunity to MENC members, The National Center for Music Education is available for activities that support MENC's mission and goals and engage and encourage the MENC Strategic Plan. Requests will be considered on a first-come, first-served basis and reviewed for further consideration prior to scheduling. Selected activities will be scheduled based on space availability, and a deposit will be required with submission of contract.

INSTRUCTIONS: Please read the *User Rules and Regulations* that accompany this contract. Complete a separate contract for each room requested. Print or type all required information. Keep a copy of completed contract for your records.

Mail or fax completed contract and deposit to:
 The National Center for Music Education
 MENC, 1806 Robert Fulton Drive, Reston, VA 20191
 Fax: 703-860-9443

SECTION 1 – USER CONTACT INFORMATION (to whom and where MENC should send correspondence)

Name _____ MENC Member ID # _____
 Company/Organization _____
 Address _____ City _____ State _____ Zip _____
 Daytime: E-mail _____ Phone _____ Fax _____

SECTION 2 – ACTIVITY IDENTIFICATION

Name of Activity _____
 Description _____

 Approximate Number of Guests Expected _____

SECTION 3 – EVENT SCHEDULE (include total time of workshop schedule including setup and tear down)

Duration: From ____/____/____ beginning at _____ To ____/____/____ ending at _____
Month/Day/Year Time Month/Day/Year Time

Set up: ____/____/____ From _____ To _____ **Tear Down:** ____/____/____ From _____ To _____
Month/Day/Year Time Time Month/Day/Year Time Time

Daily Workshop Schedule:

Day	Date	Time	Day	Date	Time
		From _____ To _____ Attendee arrival _____			From _____ To _____ Attendee arrival _____
		From _____ To _____ Attendee arrival _____			From _____ To _____ Attendee arrival _____
		From _____ To _____ Attendee arrival _____			From _____ To _____ Attendee arrival _____
		From _____ To _____ Attendee arrival _____	If more than 7 days are needed, please attach another room schedule to include the additional days.		

SECTION 4 – ROOM REQUEST INFORMATION: Select room(s) desired and indicate room configuration needed. Room(s) will be set up according to selected room configuration. If another configuration is desired, please attach a floor plan for consideration. Proposed configurations will be reviewed and approved if space and equipment allows. If MENC staff is asked to change room set up during the duration of workshop schedule, an additional fee will incur. See *User Rules and Regulations: Agreement Condition #3*. Wireless Internet is available but limited to one floor at a time per day. See Section 5A and 5B for rate. Complete Section 5A for first or only room requested and Section 5B for additional rooms needed.

- Key:** BQ = banquet-style (tables with chairs)
 BR = boardroom-style (large table with chairs)
 CL = classroom-style (tables in rows with chairs)
 HS = hollow square-style (tables in a square with chairs)
 TS = theatre-style (chairs in rows)
 SC = seating capacity

Check all that apply	Room Name	Floor	Dimensions	Configuration Available (check preferred)	Room's Equipment (items permanent to room)
<input type="checkbox"/>	Library	1 st	17' x 28': 476 sq. ft.	<input type="checkbox"/> BR, SC=16 <input type="checkbox"/> TS, SC=32	Tables (6 - 2½' x 6')
<input type="checkbox"/>	Board Room	2 nd	19' x 20': 380 sq. ft.	BR only, SC=14	Board table (6' x 24') Credenzas (2) Screen
<input type="checkbox"/>	Recital Room	2 nd	26' x 35': 910 sq. ft.	<input type="checkbox"/> HS, SC=18 <input type="checkbox"/> CL, SC=24 <input type="checkbox"/> TS, SC=80	5' Grand Piano Screen Whiteboard (dry erase)
<input type="checkbox"/>	Assembly Room	3 rd	54' x 42': 2,268 sq. ft.	<input type="checkbox"/> HS, SC=40 <input type="checkbox"/> CL, SC=80 <input type="checkbox"/> TS, SC=250	Risers (3 - 4' x 4') Garment Closet Kitchen Screen
<input type="checkbox"/>	Pink Room	3 rd	22' x 12': 264 sq. ft.	BR only, SC=8	Board table (4' x 8') Credenza Screen
<input type="checkbox"/>	Sun Room	3 rd	23' x 18': 414 sq. ft.	BR only, SC=10	Board table (4½' x 10') TV with VCR Whiteboard (dry erase)

The Refectory is MENC's lunch room and is equipped with a full kitchen. The Refectory is available for use only when other rooms are rented for an activity. Check here if the Refectory is needed during your activity. A room rental fee or deposit is not required for using the Refectory. Please indicate total time the Refectory will be used during your activity, including setup and tear down.

<input type="checkbox"/>	Refectory	1 st	25' x 26': 650 sq. ft.	BQ only, SC=70	Tables (20 - 3' x 3') Credenzas (2) Kitchen TV with VCR & DVD Vending Machines
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Refectory Schedule:

Day	Date	Time	Day	Date	Time
		From _____ To _____			From _____ To _____
		From _____ To _____			From _____ To _____
		From _____ To _____			From _____ To _____
		From _____ To _____	If more than 7 days are needed, please attach another room schedule to include the additional days.		

SECTION 5A – FIRST OR ONLY ROOM – FEE SCHEDULE & EQUIPMENT REQUEST: A list of permanent available equipment in each room is given in Section 4. To request additional items, check all boxes that apply and indicate quantity where necessary. Additional fees will be billed and due after the event. If more rooms are needed, please complete Section 5B for each room needed.

Name of First or Only Room: _____

	Item(s)	Fee	Maximum Available in Building	Quantity Desired	Total to be Billed
<input type="checkbox"/>	Room Rental	\$100* for first or only room			
<input type="checkbox"/>	Additional Day Room Rental	\$50 per day*			
<input type="checkbox"/>	Chairs		250		
<input type="checkbox"/>	Tables	2' x 4'	22		
		2½' x 6'	12		
		2½' x 8'	5		
<input type="checkbox"/>	Music Stands		10		
<input type="checkbox"/>	CD/Cassette Player (Sony hand portable)		1		
<input type="checkbox"/>	Fender Passport Amplifier	\$10	7		
<input type="checkbox"/>	Flip Chart (includes paper and markers)	\$10	4		
<input type="checkbox"/>	LCD projector	\$75	1		
<input type="checkbox"/>	Piano Tuning (recital room only)	\$95	1		
<input type="checkbox"/>	Wireless Internet Connection**	\$10 per day	1		
<input type="checkbox"/>	Beverage Service (Coffee, Tea, and Ice Water)	\$2 per person per day			
<input type="checkbox"/>	Custodial Service (required for Saturday and Sunday activities)	\$50 per day			
SECTION 5A Estimated Fee to be Billed =					\$ _____ ^

* See *User Rules Regulations: Agreement Condition #2.*

** Wireless Internet is available but limited to one floor at a time per day.

^ Does not include the MENC Personnel Fee or the MENC Services Fee. See *User Rules Regulations: Agreement Conditions #3-#6.*

SECTION 5B – ADDITIONAL ROOM – FEE SCHEDULE & EQUIPMENT REQUEST: Make a copy of this page for each additional room requested. A separate Section 5B must be completed for each room. A list of permanent available equipment in each room is given in Section 4. To request additional items, check all boxes that apply and indicate quantity where necessary. Additional fees will be billed and due after the event.

Name of Additional Room: _____

	Item(s)	Fee	Maximum Available in Building	Quantity Desired	Total to be Billed
<input type="checkbox"/>	Room Rental	\$50*			
<input type="checkbox"/>	Additional Day Room Rental	\$50 per day*			
<input type="checkbox"/>	Chairs		250		
<input type="checkbox"/>	Tables	2' x 4'	22		
		2½' x 6'	12		
		2½' x 8'	5		
<input type="checkbox"/>	Music Stands		10		
<input type="checkbox"/>	CD/Cassette Player (Sony hand portable)		1		
<input type="checkbox"/>	Fender Passport Amplifier	\$10	7		
<input type="checkbox"/>	Flip Chart (includes paper and markers)	\$10	4		
<input type="checkbox"/>	LCD projector	\$75	1		
<input type="checkbox"/>	Piano Tuning (recital room only)	\$95	1		
<input type="checkbox"/>	Wireless Internet Connection**	\$10 per day	1		
SECTION 5B Estimated Fee to be Billed =					\$ _____ ^

* See *User Rules Regulations: Agreement Condition #2*.

**Wireless Internet is available but limited to one floor at a time per day.

^ Does not include the MENC Personnel Fee or the MENC Services Fee. See *User Rules Regulations: Agreement Conditions #3-#6*.

SECTION 6 – PAYMENT REQUIRED – A \$100 deposit is required with Contract and will be used to pay for first room’s first day’s room rental at time of invoice if no damages occur from use. Please do not send cash. Make check payable to MENC or use credit card. Remit U.S. currency only. A separate invoice will be given to the User after activity to include items from Section 5A, Section 5B, and any additional fees as included in the *User Rules and Regulations*.

DEPOSIT – Payment Due with Contract	\$ 100.00*
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* If Contract is sent by fax please include credit card information.
 Check one: AmEx Discover MasterCard VISA Amount: \$100.00
 Card Number _____ Expiration Date _____
 Print Name on Card _____ Daytime Phone (____) _____
 Signature _____

User Rules and Regulations for Room Usage at The National Center for Music Education

CONTRACT FOR SPACE: This *Room Usage Contract* is a reservation for room space at the National Center for Music Education, MENC, 1806 Robert Fulton Drive, Reston, VA 20191.

ELIGIBILITY: The MENC National Executive Board has designated the MENC headquarters building in Reston, Virginia as "The National Center for Music Education." As a service and opportunity to MENC members, The National Center for Music Education is available for activities that support MENC's mission and goals and engage and encourage the MENC Strategic Plan. For a copy of the MENC Strategic Plan, please visit www.menc.org. Contracts will be considered on a first-come, first-served basis and reviewed for further consideration prior to scheduling. Selected activities will be scheduled based on space availability. A deposit is required with Contract.

AGREEMENT CONDITIONS

1. MENC headquarters is ADA accessible. Use of facilities includes free parking and restrooms on all three floors. Vending machines in MENC’s Refectory are also available. MENC’s shipping area is available on the building’s first floor, but it does not have a loading dock. All freight delivered in and out of MENC must be approved prior to activity. No freight may be delivered to MENC’s reception area on the second floor. Material handling throughout the building is the responsibility of the material’s owner.
2. The fee for the first room’s rental of the first day is \$100. The fee for each additional room is \$50 for the first day. The fee for all rooms for subsequent days is \$50 each. A room rental fee or deposit is not required for using the Refectory, but the Refectory is only available for use when other rooms are rented for an activity.
3. The MENC Personnel Fee is at a rate of \$45 per hour and will be billed at 1/4 hour increments. The MENC Services Fee is at cost and determined from type of service.
4. Rooms will be set up according to selected room configurations on page two of this Contract. If MENC personnel is asked to change room set up during the duration of workshop schedule, the MENC Personnel Fee will incur.
5. The MENC Personnel Fee will incur if MENC personnel is required before or after normal business hours and weekends or holidays. Normal business hours are Monday through Friday from 8:00 a.m. to 4:00 p.m.
6. MENC’s office equipment (computers, copiers, printers, supplies, etc.) may only be used by MENC personnel. If services (i.e. printing, copying, collating, etc.) are requested from the User, the MENC Personnel Fee and an MENC Services Fee will incur.
7. Food and drink must be approved prior to date of room usage and will be limited to specific areas. Catering, as well as setup and cleanup, is the responsibility of User. Catering menus are available from MENC personnel upon request.
8. It is the sole responsibility of the User to complete all items on the Room Check List, which will be provided to User on the first day of usage. This includes but not limited to cleaning up areas and removing trash from the room during and after the usage period.
9. The User will be responsible for any damages to room or areas during usage period. If User Rules and Regulations are not met, total charges will be due immediately upon completion of workshop. Additional charges may be due after damages are assessed and costs determined. MENC will send User a cost analysis with additional invoice.
10. The User gives MENC personnel permission to photograph and or videotape and interview attendees during scheduled activity for news and promotional purposes at times predetermined by MENC and User.
11. The User expressly agrees to assume all risk, and to indemnify, defend, and hold harmless MENC and MENC personnel from and against any and all claims, demands, defense cost, expense (including attorney’s fees), or damages of any kind or nature arising out of or in connection with injury of, or

damage of or loss of any property belonging to, User or the User’s personnel, excepting that portion of such claims, demands, defense costs, expense, or damage arising out of the willful misconduct of MENC.

12. MENC and its officers, directors, and employees are not responsible for the safety of the property of the User from theft, damage by fire, accident, or other causes. Users are strongly encouraged to remove or place out of sight all small items from tables and area when room is unoccupied. User may request room doors locked with no entrance permitted by MENC contracted services. Only authorized MENC staff will be allowed to unlock doors based on User’s schedule and authorization.

13. The User agrees to waive all claims against MENC, its officers, directors, and employees for any and all claims, demands, defense costs, expenses, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to the User or User’s owners, employees, contractors, representatives, patrons, guests, or attendees, or personal injury to any such personnel excepting that portion of such claims, demands, defense costs, expense, or damages arising out of the willful misconduct of MENC.

14. Force Majeure Events are as follows: fire, explosion, earthquake, storm, flood or other weather, natural disasters, unavailability of necessary utilities, transportation, or housing, strikes, law, act, order, proclamation, decree, regulation, ordinance, or instructions of Government or other public authorities, judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Contract), acts of terrorism or other causes beyond MENC’s reasonable control (including situations in which such events or causes are reasonably expected to cause of significant proportion of the persons otherwise expected to attend the Event not to attend). In the event MENC cancels the scheduled activity due to one or more Force Majeure Events, the parties agree that it would be difficult to determine with certainty the amount of the User’s damages from such cancellation. In the event MENC cancels the scheduled activity or the User’s *Room Usage Contract* due to a Force Majeure Event, the parties agree that MENC will pay to the User as liquidated damages and not as a penalty a sum equal to the amount already paid by the User to MENC for the cost of the fees paid and such liquidated damages shall be MENC’s sole liability to the User.

15. Conduct by the User or its attendees which MENC determines, in its sole discretion, is likely to constitute a violation of state or federal law or criminal activity shall be prohibited, and MENC shall have the right, upon such determination, to require immediate removal of the building of the offenders (who will forfeit all rights to use The National Center for Music Education in the future with all fees paid), and/or to confiscate any illegal material or property in possession of the User. The User agrees that MENC shall have no liability in connection with the foregoing.

16. This Contract and performance herein shall be construed and governed by the laws of the Commonwealth of Virginia without giving effect to conflict of laws and principles. Any action or claim related to this contract or performance herein shall be brought in the federal or state courts in Virginia, and each party submits to the jurisdiction of such courts and agrees that any such action or claim may be brought in such courts. All remedies at law and at equity shall be available to either party.

17. MENC reserves the right to evict any User found in violation of these User Rules and Regulations. In the event of such eviction, MENC is not liable for any refunds of usage fees or other expenses.

18. These User Rules and Regulations become a part of the *Room Usage Contract* between the User and MENC. All points not covered are subject to the decision of MENC.

SECTION 7 — AUTHORIZATION: By signing this Contract, the User hereby agrees to all terms, regulations, and conditions set forth on this *Room Usage Contract*.

Printed Name _____ Title _____

Signature _____ Date _____