

**BURKE VOLUNTEER FIRE AND RESCUE DEPARTMENT
HALL RENTAL AGREEMENT**

THIS HALL RENTAL AGREEMENT is made by and between BURKE VOLUNTEER FIRE AND RESCUE DEPARTMENT (hereinafter "BVFRD"), and _____ (hereinafter "the Renting Party").

RECITALS

The Renting Party has asked to rent the meeting room/banquet hall, located at 9501 Old Burke Lake Road, Burke, Virginia 22015 (hereinafter, the "Hall"), and BVFRD has agreed to the rental of the Hall, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and the payment set forth herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. FACILITIES. The Renting Party, during the term of the Rental Period (defined below), shall have the use and enjoyment of the Hall, including the restrooms, tables, chairs, and lighting (together, the "Facilities"). The Facilities shall also include limited access to the kitchen facilities of the building, including access to and the use of the ice machine, the refrigerator, the warming oven, and counter space in the kitchen during the term of the Rental Period. If so designated on the Declarations Page, attached hereto, and the Full Kitchen Use Fee is paid, then any licensed and insured caterers hired or employed by the Renting Party and meeting the requirements of Section 15 below may have the full use of the stove and the gas range. Utensils, pots and pans, silverware, glassware, and tablecloths are not provided and are the responsibility of the Renting Party. No storage of food or supplies is allowed prior to or after the Rental Period. The Facilities and building are smoke free. Use of tobacco products is permitted outside the building only.

2. ACCEPTANCE OF FACILITIES. The Renting Party acknowledges that it has examined the Facilities and agrees that the Facilities are suitable in all respects for the Renting Party's purpose. The Renting Party further agrees to accept the Facilities in "AS IS" condition without any further responsibilities on the BVFRD's part for any construction, repairs, or alterations.

3. RENTAL PERIOD. This Agreement is valid only for the dates and times stated on the Declarations Page (the "Rental Period"). The Renting Party must ensure that all persons not associated with BVFRD vacate the Hall at the termination of the Rental Period. **The final hour is reserved solely for cleanup; kitchen shall be closed, music shall be turned off, and no drinks (alcoholic or otherwise) may be served.** The Renting Party is solely responsible for the foregoing, and for removing all trash from

within the Facilities and depositing into the dumpster outside. Kitchen and all tables must be wiped down. **Noncompliance with the cleanup requirement will result in deposit being withheld and each hour over or fraction thereof will be assessed \$200.00 per hour, in the sole and absolute discretion of BVFRD.**

4. MAXIMUM CAPACITY. No more than two hundred and fifty (250) persons shall be permitted in the Hall.

5. DECORATIONS. Decorations permitted in the Hall are those that may be placed on the floor or on the tables. No decorations of any kind may be hung, taped or suspended from the walls, or ceilings. In addition, no elevated candles or open flames are permitted. Votives are acceptable.

6. DAMAGE. Except for damage resulting from acts of God, the Renting Party shall be responsible for all damage that occurs to the Facilities during the Rental Period, regardless of whether caused by the Renting Party, or any invitee or guest, as shall be determined by BVFRD in its sole and absolute discretion, including but not limited to, the restrooms, tables, chairs, lighting, kitchen or any property or asset owned or provided by BVFRD in connection with the rental of the Hall ("Damages"). The Renting Party shall be liable for the cost of all Damages to the Facilities, regardless of the Deposit set forth below in Section 9(a), and shall promptly pay within five (5) business days following demand by BVFRD for additional payment beyond the Deposit for Damages. The Renting Party shall be responsible for all cost of collection, including a late fee of five percent (5%) for repayment for the Damages more than 30 days following notice by BVFRD, and reasonable attorneys fees.

7. LIMIT OF LIABILITY. BVFRD is not responsible for any property damage or loss, or personal injury of any Renting Party, its members, officers, directors, agents, subcontractors, employees, guests, or invitees (together, the "Renting Party Agents"), occurring inside the Facilities, on the BVFRD parking lot, or on any other property owned or operated by the BVFRD (the "Premises"), resulting from any act or omission or the conduct or operation of the event during the Rental Period by the Renting Party or the Renting Party Agents. The Renting Party and the Renting Party Agents assume ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE USE OF THE FACILITIES OR THE PREMISES. All of the Renting Party's personal property on the Premises remains at the Renting Party's sole risk. During the Rental Period, BVFRD is NOT RESPONSIBLE for any injury or loss of property suffered by any person while utilizing the Facilities, for any reason whatsoever, including ordinary negligence, except for any loss, damage, or injury directly caused by the gross negligence or willful misconduct by BVFRD.

8. INDEMNIFICATION. Except for claims arising from the negligence or willful misconduct of BVFRD, Renting Party shall and does hereby indemnify BVFRD, its directors, trustees, officers, members, agents, and employees ("BVFRD Agents") and save them harmless and, at BVFRD's option and with choice of attorney, defend them from and against any and all claims, actions, losses, costs, fines, damages, liabilities and

expenses (including reasonable attorneys' and other professional fees), judgments, settlement payments, whether or not reduced to final judgment, for or due to loss of life, personal injury and/or damage to property arising directly or indirectly (i) from or out of any occupancy or use of or activity done in or about the Hall, any other part of the Premises by Renting Party or Renting Party's Agents, or (ii) from any default by Renting Party or Renting Party's Agents under the terms of this Agreement, or (iii) from any occurrence whatever in, on or about the Hall or any other part of the Premises occasioned wholly or in part by any negligence or willful misconduct of Renting Party or Renting Party's Agents.

9. RENTAL PRICE AND TERMS OF PAYMENT. The Renting Party agrees to pay BVFRD the fee as stipulated on the Declaration page for rental of the Hall and use of the Facilities, plus the Full Kitchen Use Fee in the amount of one hundred fifty dollars (\$150.00) for use of the stove/oven (if applicable). All fees are payable as follows:

- a) A five hundred dollar (\$500.00) security/damage deposit ("Deposit") is due and payable to BVFRD at the time of execution of this Agreement. In no event will the Hall be considered rented and the Facilities reserved until receipt of the Deposit by BVFRD. The Deposit, less any sums required to remove decorations, provide additional cleaning services or repair any damages incurred as determined at the sole discretion of BVFRD, will be refunded to the Renting Party within thirty (30) days following the termination of the Rental Period. A BVFRD check made out to the Renting Party shall be mailed to the address on the Declaration Page after BVFRD deems sufficient compliance with terms of this paragraph.
- b) No later than 60 days prior to event, 50% of total sum is due. If this payment is not made at least 60 days prior, BVFRD has the right to terminate this contract, retain deposit monies, and pursue other rentals of the Hall. Payment may be in the form of personal check, cash, certified check, credit card, or money order.
- c) All sums remaining are due under the Agreement and payable in full to BVFRD no later than 10 days prior to beginning of Rental Period. Payment may be in the form of cash, certified check, credit card, or money order.

10. CRIMINAL ACTS OF THIRD PARTIES. BVFRD shall not be liable in any manner to the Renting Party, its members, officers, directors, agents, subcontractors, employees, guests or invitees caused by criminal or intentional misconduct of third parties. In the event BVFRD must call local law enforcement to investigate activities on the Premises during the Rental Period by the Renting Party or Renting Party Agent, an automatic loss of the Deposit shall result.

11. TERMINATION. In addition to any other remedy available by law or equity, BVFRD may terminate this Agreement, at any point prior to expiration of the Rental Period, if the Renting Party breaches or fails to comply with each and every term and condition of the Agreement. In the event that BVFRD terminates this Agreement, the Renting Party shall be responsible for pro-rata rent through the time the Renting Party

vacates the Premises. The Deposit shall be applied to the amount owed by the Renting Party, less any other deduction. In the event the Renting Party cancels less than 60 days prior to event, BVFRD reserves the right to retain ALL monies collected.

12. UNLAWFUL ACTIVITIES. No disorderly activities or unlawful activities are permitted within the Facilities governed by this Agreement, or the Premises of BVFRD.

13. ABC LICENSE. Serving alcohol is permitted solely within the Hall and may not be consumed anywhere else on the Premises. All serving of alcohol must be compliant with all applicable laws and regulations. An ABC License is not required. Renting Party will sign an additional agreement assuming responsibility for their guests.

14. NO WARRANTIES. BVFRD makes no representations of warranties, express or implied, regarding the condition of Premises, including but not limited to, warranties or representations regarding suitability for Renting Party's purposes or safety.

15. INSURANCE FOR FULL USE OF KITCHEN. The Renting Party shall at its sole cost and expense, maintain in force and effect, throughout the rental Period, a policy or policies of insurance with a reputable insurance company authorized to conduct business in the Commonwealth of Virginia, for bodily injury and or death in the amount of \$350,000 per occurrence and \$50,000 for property damage or loss per occurrence. The Renting Party shall provide BVFRD certified copies of said insurance policies and or certificates no later than 10 days before the beginning of the Rental Period.

16. LIMITED ACCESS. The Renting Party acknowledges that the Premises outside of the Hall and Facilities contain hazards associated with the operation of a fire and rescue department and accordingly, no persons are permitted in any non-related areas for any purpose.

17. ASSIGNMENT. This Agreement may not be assigned or transferred without the prior written consent of BVFRD. The Renting Party may not sublet the whole or part of the Facilities.

18. ENTIRE UNDERSTANDING. The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, undertaking, or agreements except as contained herein.

19. NO WAIVER. No waiver or any breach or default under the terms of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or different nature. Nor shall the failure at any time to insist upon strict performance of any of the terms of this Agreement constitute a waiver with respect to the future performance of such terms.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

21. SUPERVISION BY BVFRD. The Renting Party shall permit representatives of BVFRD, the number of which shall be determined at BVFRD's sole discretion, to be present in the Hall and in the Kitchen at all times during the Renting Period.

22. ADVICE OF COUNSEL. Renting Party confirms that he or she has had the opportunity for review and advice by counsel of his or her choosing to the extent deemed necessary; that the Renting Party fully understands the contents of this Agreement, and including legal rights, obligations, and liabilities arising by virtue of this Agreement, and that the Renting Party executes this Agreement freely, voluntarily and without reservation.

23. ATTORNEY'S FEES. If the Renting Party fails to abide by or to perform any of the provisions of this Agreement, then the Renting Party shall pay to BVFRD all of its attorney's fees and costs, including, without limitation, court costs, court reporter's fees, and expenses of travel, incurred by BVFRD in compelling the Renting Party abide by or perform such provision, whether or not litigation has commenced.

24. REQUIRED SIGNATURES. This Agreement shall be binding to the Parties herein and their representatives, successors and assigns.

25. BINDING EFFECT. This Agreement shall be binding to the Parties herein and their representatives, successors and assigns.

26. AMENDMENTS. This Agreement may be modified only in writing, signed by all Parties.

IN WITNESS THEREOF, the Parties have duly executed this Agreement as of the date or dates indicated on the DECLARATION Page of the Agreement, affixed hereto.