

VVFD Hall Rental Agreement

P.O. Box 1115, Vienna, Va. 22183-1115

Updated 1/29/13

THIS RENTAL AGREEMENT ("Agreement") is made by and between the VIENNA VOLUNTEER FIRE DEPARTMENT (hereinafter "VVFD") and _____ (hereinafter the "Renting Party"). VVFD and the Renting Party collectively may be referred to as the "Parties."

Recitals

The VVFD desires to rent out the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

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

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the second floor of the VVFD (the "Hall") located 400 Center Street South, Vienna, VA, 22180, including the restrooms, tables, chairs, lights, and coat closet normally assigned for use by renting parties. During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate purposes only, (a) the ice machine, (b) one refrigerator and (c) a food warmer, all located in the commercial kitchen adjacent to the Hall (the "Hall Kitchen"), subject to terms and conditions of paragraph 10. Under the terms of this Agreement, the Renting Party is not permitted use of the (a) the public address system, (b) any audio/visual equipment located in the Hall, or (c) any other equipment and/or utensils in the Hall's commercial kitchen not specified in this paragraph.

During the term of the Rental Period, parking will be made available for the Renting Party's guests, and the parking lot will not be available to the general public. In VVFD's sole discretion, however, sufficient parking spaces will be saved for on-duty and VVFD personnel.

2. **Rental Period.** The Renting Party shall have the use of the Hall on _____, between the hours of _____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at 11:00 P.M. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual

systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.

3. **Rental Charge.** The charge for the Rental Period shall be \$_____ (which includes \$_____ for the "Rental Charge" plus \$_____ for cleaning contractor – see condition #9) payable in full to the Vienna Volunteer Fire Department via certified check or money order thirty days in advance of the Rental Period, or if less than thirty days, upon the execution of this Agreement.

4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay the VVFD an additional charge of \$_____ – the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other part of the VVFD. Only after the VVFD has determined that the Hall, its contents, and the VVFD building and grounds are free of damage arising from or related to the Renting Party's rental of the Hall will this, or a portion of this, be refunded. Upon demand from the VVFD, the Renting Party shall immediately pay the VVFD the cost to repair any damage in excess of the Rental Hold/Security Deposit.

5. **Maximum Capacity.** No more than two hundred fifty (250) persons shall be permitted in the Hall at one time.

6. **Decorations.** The only decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Hall. No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, bird seed, glitter, or confetti of any type in the Hall or on the grounds outside of the VVFD.

7. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, the VVFD must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.

8. **Damage:** The Renting Party is responsible, and upon demand shall pay the VVFD, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by the VVFD.

9. **Cleaning of Hall.** The VVFD designated cleaning contractor shall clean the Hall following the Rental Period and bill the Renting Party for the cost of this service. (Included in condition #3.)

10. **Use of Hall Kitchen.** If the Renting Party uses the Hall Kitchen, it shall:

- a. remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period;
- b. clean all counters and surface work areas in the Hall Kitchen, including any food spilled in the food warmer or refrigerator;
- c. sweep the Hall Kitchen floor;
- d. not put any grease, lettuce, celery, coffee grounds, corks, or metal objects in the garbage disposal;
- e. turn off all appliances at the end of the Rental Period;
- f. remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period;
- g. not use any VVFD pots, pans, any other cooking utensils, the Hall Kitchen coffee machines, or any equipment or material stored in Hall Kitchen cabinets or storage areas; and
- h. have present in the Hall Kitchen a licensed food handler; and
- i. provide the VVFD five days prior to the Rental Period the name of the licensed food handler and a copy of the food handler's license.

Failure to comply with sub-paragraph h. or i. will result in the Hall Kitchen being closed for the Rental Period.

11. **Acts Beyond the VVFD's Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the VVFD's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the VVFD shall pay the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

12. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

13. **Scheduling.** The VVFD retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.

14. **Advertising.** Absent express written consent from the VVFD, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the VVFD, including the VVFD's parking lot.

15. **Access to Premises.** The VVFD reserves for its members, representatives, and agents free access and right to enter any portion of the Hall.

16. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the VVFD and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors,

patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Hall.

17. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

18. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

19. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide the VVFD with copies of any such licenses or permits five days prior to the Rental Period. No alcoholic beverages are to be consumed outside the Hall.

20. **Assignment.** This Agreement may not be assigned or transferred without the express written consent of the VVFD.

21. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

22. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

22. **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

23. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

24. **Required Signatures.** This Agreement is not valid unless signed by the President of the VVFD or the Chairperson of the Hall Rental Committee.

25. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives, or assigns.

VVFD Liquor Policy Rules and Regulations All Renters Must Follow

The purpose of this policy is to set forth the position of the Vienna Volunteer Fire Department with regard to alcohol consumption in the Flame Room/Community Hall. Our position is if one chooses to drink alcohol at social events one should be guided by maturity, restraint and regard for the well-being of others.

1. No individual under the age of 21 is permitted to purchase or consume alcoholic beverages on these premises (400 Center Street South, Vienna, VA). Any individual under the age of 21 seen purchasing or consuming alcoholic beverages will be removed from the premises with the proper authorities notified.
2. Proof of age will be required of any guest utilizing our Flame Room/Community Hall.
3. It is the policy of the Vienna Volunteer Fire Department to discontinue an event if we believe individuals are becoming intoxicated or unruly. Law enforcement will be contacted if necessary.
4. Any individual who chooses to consume alcohol is strongly encouraged to refrain from driving and to designate a driver who has not been drinking as his or her only source of transportation.

The above mentioned rules and regulations have been formulated for the safety of our guests utilizing our Flame Room/Community Hall.

By: _____ **Date:** _____

Printed Name: _____

Title: _____ **VVFD Hall Rental Coordinator** _____

RENTING PARTY:

Name of Organization (if applicable): _____

Address: _____

By: _____ **Date:** _____

Printed Name: _____

Title: _____