# Rivermont Volunteer Fire Department

50 Stokes Airport Rd Front Royal, VA 22630

# Warren County Rivermont Fire Station 2 Community Room Rental Agreement

Date(s) of Event:	Number of Guests (NOT TO EXCEED 170):
Lessee Name:	
Lessee Address:	
	Alt Phone Number:
Description of Event:	
Start Time: End Tim Will Alcohol be Served?* Yes N	
Organization Information (If Applicable Name of Organization:	<u>(e)</u>
Address of Organization:	
FOR OFFICE USE ONLY Total Rental Fee:	
Deposit Amount:	Date Deposit Received:
Remaining Balance After Deposit:	Due Date:
Date Remaining Balance Received:	
	If yes, Date Returned:
If no, explanation:	
Is liability insurance required? Yes	No Type:
If individual, was the Waiver signed?	Date Waiver was Signed:
	ed:
If Cancellation Requested, Date of Req	uest:
Request: Granted or Denied**	Amount Owed RVFD:
Amount Owed Lessee:	Date Due:

<sup>\*</sup>If you checked "Yes" a deposit of \$500.00 will be required instead of the normal deposit. In addition, the Lessee will be required to get both a general liability and a liquor liability insurance policy.

<sup>\*\*</sup>RVFD reserves the right to deny use of the Community Room if such use is not considered to be in the best interest of the RVFD or the Community Room. All reservations are subject to cancellation by RVFD if determined to be in conflict with RVFD policies or activities.

## **Rental Rates**

Deposit: The greater of \$100.00 (\$500 if alcohol is served) or 20% of Final Total Includes \$100 refundable deposit	\$
Daytime Hours (Monday-Friday 6am-5pm) \$50.00 per hour# of Hours	\$
Evening Hours: Monday-Thursday 5pm-11pm \$125.00 for first 2 hours \$50 for each additional hour# of Hours	\$ \$
Weekends (Friday Evenings, Saturdays & Sunday) & Ho \$250.00 for first three hours \$100.00 for each additional hour# of Hou	•
All Day Rental (6am-11pm) \$600	\$
All Weekend Rental (Friday at 5pm to Sunday at 11pm) - \$1,500	\$
**All Weekend Rentals are still expected to vacate the proof 12am and 6am**	remises between the hours
Any Event that goes past 11pm any day of the week will hour starting promptly at 11pm, clean-up occurring after additional charges.	
GRAND TOTAL	\$

### **Terms of Use:**

**Payment:** The deposit shall be paid at the time of signing/submitting Rental Contract. Lessee shall pay the remaining balance in FULL no later than two weeks prior to rental date. If the remaining balance is not paid in full two weeks prior to the event date, Rivermont Volunteer Fire Department (RVFD) reserves the right to cancel the rental.

Cancelation: Cancelations will be accepted at the discretion of RVFD. A 30-day written notice (email is sufficient) is requested for cancellations. A full refund will be granted at RVFD's discretion if the event is canceled at least ONE month prior to the event date. If the event is canceled two weeks or less prior to the event date a refund will not be issued, and the remaining balance will be due. Refunds owed to Lessee will be issued within 14 business days after RVFD receives written notice requesting to cancel the rental.

Guest Count: The final guest count will be provided to Andrew Volz or his designee no later than two weeks prior to the event date. This allows for RVFD to secure additional staffing for the event if necessary. The members of RVFD reserve the right to be present at any event, at any time. The Lessee assumes full responsibility for the oversight and conduct of their guests and assumes responsibility for the safety of their guests. Children/minors are expected to be supervised at all times.

Additionally, RVFD reserves the right to remove any guest deemed unruly or acting in a disruptive or harmful manner during the event or towards the normal operations of RVFD, including calling law enforcement if necessary.

\*\*This is an operating Fire Department. Career staff and volunteers may respond to/from the station for emergency calls. Apparatus may be leaving and entering the station routinely. Any vehicle that is parked in such a way as to hinder Fire Department operations will be towed at the vehicle owner's expense. Any individual taking part in illegal activities or activities that willfully hinder, halt, or interrupt the normal operations of the Fire Department will be removed as a trespasser from the property.\*\*

**Event Set Up/Break Down:** Subject to availability, the Community Room may be set up in advance of the event. The availability of the hall for set up in advance of the event is subject to change based on rental requests. The lessee is urged to include adequate time for set up in the event rental.

The event should conclude at the contracted time. All guests, equipment, belongings, and clean up should be completed within one hour of the contracted end time. Please make arrangements with RVFD if you do not believe that you can have clean up finished within one hour of the end of the event.

For evening, weekend, and holiday events, ALL guests shall be off of the Warren County Rivermont Fire Station 2 Property by 12:00am the day of the event.

Loitering in the parking lot after the event has concluded is not allowed.

**Rental Space:** This rental agreement is for use of the Community Room, which includes the commercial kitchen area, lobby, front entrance/porch, and side parking. For the safety of guests, ALL other areas in the Rivermont Fire Station are off limits and are accessible by members of

WCFR and RVFD only. If Lessee or a guest is found in an area deemed off limits, they will be asked to return to the Community Room area. Failure to do so will result in the Lessee or guest being asked to leave the premises. A post event walk through will be completed with a member of RVFD prior to the Lessee leaving the premises.

### Smoking:

Warren County Rivermont Fire Station 2 is a SMOKE FREE building. Smoking is permitted outside in specifically designated areas. Please ensure all smoking material is discarded in the proper fashion. Failure to dispose of smoking materials in the provided containers will result in the forfeiture of the \$100 refundable deposit.

### Damages:

Those in attendance of the event are expected to exercise care and respect of the building, facilities, equipment, and department members. A RVFD contact name and number will be provided, if needed, for help with any commercial kitchen appliance, electronics, or other items included in this rental agreement. The Lessee will be held fully responsible financially for any damages that occur during the event. The \$100 refundable deposit required to reserve the Community Room could be applied toward the cost of damages. Warren County or the Rivermont VFD will not be held responsible for any accidents or injuries incurred by a Lessee or their guests.

### Prohibited Conduct During an Event:

The following conduct is strictly prohibited and may result in a RFVD member ending the event prematurely. No refunds will be issued if the event ends due to the occurrence of one or more of the following:

- 1. Fighting (i.e. a physical altercation).
- 2. Bringing a weapon onto the premises. This provision does not apply to an owner who holds a concealed weapons permit but only if the owner can provide the permit for verification upon request.
- 3. Use of abusive, profane, threatening, or otherwise incident language and/or conduct.

Alcoholic Beverages: The Lessee will be responsible for ensuring that any alcoholic beverages served or dispensed are done so in accordance with Virginia Alcohol & Beverage Control regulations. The Lessee is responsible for obtaining any required permits from the VABC Board, as well as a General Liability Policy and a Liquor Liability Policy as described below. If a permit is required, it is to be displayed during the event and a copy will be provided for RVFD records. It is highly recommended that you have a designated bartender to ensure that underage drinking does not occur.

### Liability Insurance:

- 1. <u>Organizations</u>: Any Organization not affiliated with Warren County is encouraged to provide a Certificate of Insurance in the amount of One Million Dollars (\$1,000,000.00) for personal injury and property damage, naming the County of Warren, Virginia and its agents, employees, and volunteers as additional individuals to be insured. Proof of insurance is requested before holding an event, and such certificate must contain provisions preventing cancellations, non-renewal, or expiration unless written notice is given to the County at least thirty (30) days in advance.
- 2. <u>For any Event serving Alcohol</u>: If alcohol will be served at the event, the Lessee must provide a certificate of insurance for both a General Liability Policy in the amount of One

Million Dollars (\$1,000,000.00) for personal injury and property damage and a Liquor Liability Policy in the amount of One Million Dollars (\$1,000,000.00), naming the County of Warren, Virginia and its agents, employees, and volunteers as additional individuals to be insured. Proof of insurance is required before holding an event, and such certificate must contain provisions preventing cancellations, non-renewal, or expiration unless written notice is given to the County at least thirty (30) days in advance

3. All required Certificates of Insurance must be provided to RVFD no later than two weeks prior to the event. If Certificates of Insurance are not provided two weeks prior to the event date, the rental will be canceled, and a refund will be issued at RVFD's discretion.

### Decorations and Special Effects:

Attachments to the walls using tape, pins, nails, glue, etc. is NOT permitted. Command Strips are permitted.

Pyrotechnics, any decorations producing an open flame, and fog machines are PROHIBITED! The use of these devices will activate the fire alarm system and will result in a mandatory evacuation of the rental hall.

The Lessee renting the hall is responsible for ensuring clean up after the event. Cleaning shall include, but is not limited to:

- All commercial kitchen equipment/dishes will be cleaned and put away.
- All trash will be collected and placed in the outside dumpster provided.
- All floors will be swept and mopped as necessary
- If the commercial kitchen is used, all surfaces will be cleaned & disinfected, and the floor will be mopped with provided floor cleaner.
- All tables and chairs will be returned to their original positions within the hall.
- Any inadvertent damage and/or items not working properly will be reported immediately to RVFD staff.

Warren County or the Rivermont VFD is not responsible for equipment failures, power outages, weather related events, pandemics, or any other foreseeable or unforeseeable event which may interrupt or delay the rental of the Community Room for the scheduled date.

Should you be found in violation of any of the terms mentioned above your \$100 refundable deposit will be forfeited. NO EXCEPTIONS!

By signing below, you, the Lessee affirm that you have read and understand all of the terms and conditions set forth in this agreement.

You also affirm that you hereby agree to lease the Warren County Rivermont Fire Station 2 Community Room for the dates and times indicated above and that you agree to the terms and conditions listed in this agreement.

Lessee Printed Name:	 	
Lessee Signature:	Date	

### **Liability Insurance Information**

# For Organizations Only: Insurance Carrier: Policy #: For any Event serving Alcohol: Insurance Carrier: Policy #: Insurance Carrier: Policy #:

I assume, for myself and all guests, all risks associated with using the Community Room. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Rivermont Volunteer Fire Department, Warren County, and their officers, employees, agents, affiliates, volunteers, and successors (hereinafter collectively called "Releasees"), from all claims and/or liabilities associated with personal injury, illness, disability, death, property loss, or property damage arising out of or attributable to my use of the Community Room. I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Waiver, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to rental of the Community Room, including any claim related to my own negligence.

Signature of Lessee	Position/Title (if applicable)
Print Name	Date