



Philomont Fire Department

Facility Rental Agreement

THIS AGREEMENT IS MADE BETWEEN:

The Lessor:

Philomont Fire Department
36560 Jeb Stuart Road
Philomont, VA 20131
Tel. 540-338-6506 Fax. 540-338-3654
(hereinafter referred to as the "Fire Department")

AND

The Lessee:

(Person or Organization's name) _____
(Contact Name – Please Print) _____
(Mailing Address) _____
(City, State, Zip Code) _____
(Contact Phone No. Daytime) _____ (Contact No. Evening) _____
(hereinafter referred to as the "Lessee")

On this day of _____, _____

The facility requested for rental (circle one): Fire House Horseshow Grounds Other _____

The date or period the facility is requested for: _____

The times the facility is requested for: _____

Fee: _____ Security Deposit: _____

Alcoholic beverages served and/or consumed during event (circle one): Yes No
if Yes - see Item II.F (page 4)

Description of Event: _____

Fundraising event (circle one): Yes No
Entry fee or Ticket required (circle one): Yes No
If Yes to fundraising event, explain how fees will be used: _____

I have read Page 1

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Lessor Initial _____

Lessee Initial _____

September 9, 2002

TERMS AND REGULATIONS

READ BEFORE SIGNING

I) Lessor Responsibilities:

A) Facility Cleanliness

- 1) Will provide the facility in a clean and safe condition.

B) Deny Right to Use

- 1) Reserves the right to deny use of the facilities to individuals, groups, or organizations due to the following conditions:
 - (a) Excessive demands, based on previous use of the grounds or facilities.
 - (b) Damage to grounds, buildings, or other facilities based on previous or perceived use.
 - (c) Activities that, in the judgment of the Fire Department, are not conducive to the appropriate and reasonable use of the Fire Department facilities.

C) Event Cancellation/Termination

- 1) Has the right to terminate the event at any time if conditions set forth (see Lessee Responsibilities) are not followed.
- 2) May cancel any event when it has been determined by the Fire Department that to hold the event jeopardizes the interests and property of the fire department and/or the lives and safety of the event participants and Fire Department members.
- 3) In the event of scheduling conflicts or upon occasions when a more extensive use of the facility can be scheduled, the Fire Department reserves the right to give the lessee thirty (30) days cancellation notification and fully refund any fees and deposits paid by the renting party for the cancelled events.

II) Lessee Responsibilities:

A) Liability and Damages

- 1) In consideration for use the facility, the lessee, its agents, employees, and/or assigns, waives, releases, and discharges any and all claims for damages, personal injury, death, cost and expenses, causes of action or property damage which any event participants may have, or which may hereafter occur to them as a result of participation in the event(s) which may occur during the use of the facility.
- 2) Lessee, its agents, employees, and/or assigns agrees to defend, indemnify, and hold harmless the Fire Department, it's officers, agents, and volunteers against any and all such claims, demands, suits and expenses, whether or not any such claim or action is alleged to have been caused in part by the Fire Department as a party indemnified hereunder.
- 3) Lessee, its agents, employees, and/or assigns agrees to discharge in advance, the Fire Department, it's officers, and agents from any and all liability arising out of or connected with, the applicant's event, even if liability arises out of negligence or carelessness on the part of the Fire Department.

- 4) Lessee, its agents, employees, and/or assigns shall solely responsible for any liability, claims, loss, damages, cost, and expenses, including attorney's fees, arising out of it's use of the Fire Department facility. Lessee agrees to defend, indemnify and hold harmless the Fire Department, its officers, agents, and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of, or resulting from, it's use of the Fire Department facilities. Said damages to be paid firstly by the Lessee and/or their insurer. Any claim for damages, loss and/or injury arising out of the use of the facilities by the Lessee, its agents, employees or assigns, shall be considered the primary loss of the Lessee's insurer and Lessor's insurer shall be considered secondary.
- 5) Upon the execution of this agreement, the Lessee is responsible for obtaining and maintaining comprehensive general liability insurance, including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Fire Department for the specific date and time of the use of the facility. The Lessee shall provide evidence of such insurance to the Fire Department at least ten days (10) prior to the scheduled use of the event. Failure of the Lessee to provide such evidence shall be grounds for the Lessor to cancel the event and retain any fees charged for said event. The Fire Department encourages the Lessee to acquire their own liability insurance.
- 6) Lessee, its agents, employees, and/or assigns shall report any and all damage immediately to the Fire Department Representative.

B) Lessee Representative

- 1) Lessee will designate one individual as the Lessee Representative for the group or organization using the facilities. The Lessee Representative shall observe any and all regulations governing the facility premises. The Lessee Representative for this event _____.

C) Facility use

- 1) Lessee agrees to provide full and complete disclosure of the nature and extent of the proposed use of the facility.
- 2) Lessee agrees to be fully responsible for seeking clarification regarding the facility rental rules and guidelines.
- 3) Lessee is responsible for advising all event attendees of the rental rules and guidelines and shall ensure that all attendees adhere strictly to all regulations posted at the facility or referenced herein. Failure to adhere to said regulations may result in this agreement being terminated without refund of any fees paid and/or refusal to lease facilities to Lessee in the future.
- 4) Will exercise the greatest care in use of the facility (to include equipment) and adjacent premises.
- 5) Agrees to not exceed the posted maximum occupancy for the facility rented.
- 6) Will use only the facility identified in this Agreement. All apparatus bays, the command room, and the rear office are off limits unless approved by the Fire Department representative.

D) Facility Subleasing

- 1) Will not sublease to or permit any other Group or Organization not named on this agreement to use said facilities without the authorization of the Fire Department.

E) Facility Cleaning

- 1) Will be responsible for leaving the facilities clean. Failure to do so may result in the forfeiture of the security deposit and/or refusal by the Fire Department to lease facilities to Lessee in the future.
 - (a) Firehouse shall be cleaned within 12 hours of the end of the event. Cleaning for the firehouse shall include but not be limited to sweeping and the wet-mopping of all floors, and the collection and bagging of all trash and placement of the bagged trash to the rear of the Brush Truck on first floor. The kitchen (if used during the event) will be washed down and all used pots, pans, and tableware washed and properly stowed. Tables and chairs will be setup in the manner as originally found.
 - (b) Horse Show grounds shall be cleaned within 12 hours of the end of the event. Cleaning includes the collection and bagging of all trash and placement of the bagged trash on first floor in bay 1 of the firehouse. Any used Horse Show outbuildings will be swept and building equipment stowed.

F) Liquor License

- 1) Will obtain a Liquor License if alcoholic beverages are sold (either via an entry fee or cash bar) or served if the event is open to the public. A copy of said Liquor License shall be openly displayed during the event and a copy provided to the Fire Department prior to use of said facility. A Liquor License may be obtained from the Virginia ABC Regional Office, 501 Montgomery Street, Alexandria, VA; phone number 703-518-8090.

G) Parking

- 1) Will ensure event sponsors and participants park in designated areas only and that access is maintained at all times for emergency vehicles. Parking control is the Lessee's responsibility and must meet the requirements of the Fire Department. (see appendix A for map showing designated parking areas). Vehicles parked in areas other than the designated parking areas will be towed at the vehicle owner's expense.

H) Security

- 1) During any event where the Lessee collects or receives monies, the Lessee shall be solely responsible for the security of their inventory or money. The Fire Department or its personnel, agents, employees or assigns shall not be responsible for any losses incurred of monies or inventory which may occur during the event.

I) Fire Department Equipment/Material Removal

- 1) Will under no circumstances remove Fire Department equipment or material from the facility, unless arrangements have been made through the Fire Department representative.

J) Disorderly Conduct

- 1) Will prohibit disorderly conduct. It shall be unlawful for any person to engage in any activity on the Fire Department facility grounds, which may constitute a hazard to others.

K) Firearms, Fireworks, and Explosives

- 1) Will prohibit firearms, fireworks, and explosives of any kind on the facility premises.

L) Music

- 1) Will for events where music is provided by the Lessee, the music shall be kept to a reasonable sound level (lower than 90 decibels). No music is permitted after _____.

M) Pets

- 1) Only service animals that assist the disabled will be permitted in the Fire House. Service animals must be well behaved and leashed at all times. Service animals are not permitted in or near concession and kitchen areas. Loose animals may be reported to the animal control officers for proper disposition.

N) Facility Inspection after event

- 1) Will upon completion of the activity, contact the Fire Department representative to inspect the facilities used, so as to mutually agree as to the condition of the grounds and/or facilities. Any deposits received will be returned only after inspections are complete.

O) Event Cancellation

- 1) Will call the Fire Department representative within 48 hours of the event to cancel this agreement if Lessee does not plan to use the facility. Failure to do so may result in loss of security deposit.

P) American Disabilities Act

- 1) Agrees to comply with the American Disabilities Act and not to discriminate on the basis of disability while using Fire Department facilities.

I have fully read, comprehend, and agree to abide by the Fire Department policies and procedures described in this facility rental agreement.

Lessee Representative:

Lessor Representative:

Print Name

Print Name

Signature of Lessee

Signature of Lessor

Date

Date

Phone Number

Phone Number

I have read Page 5

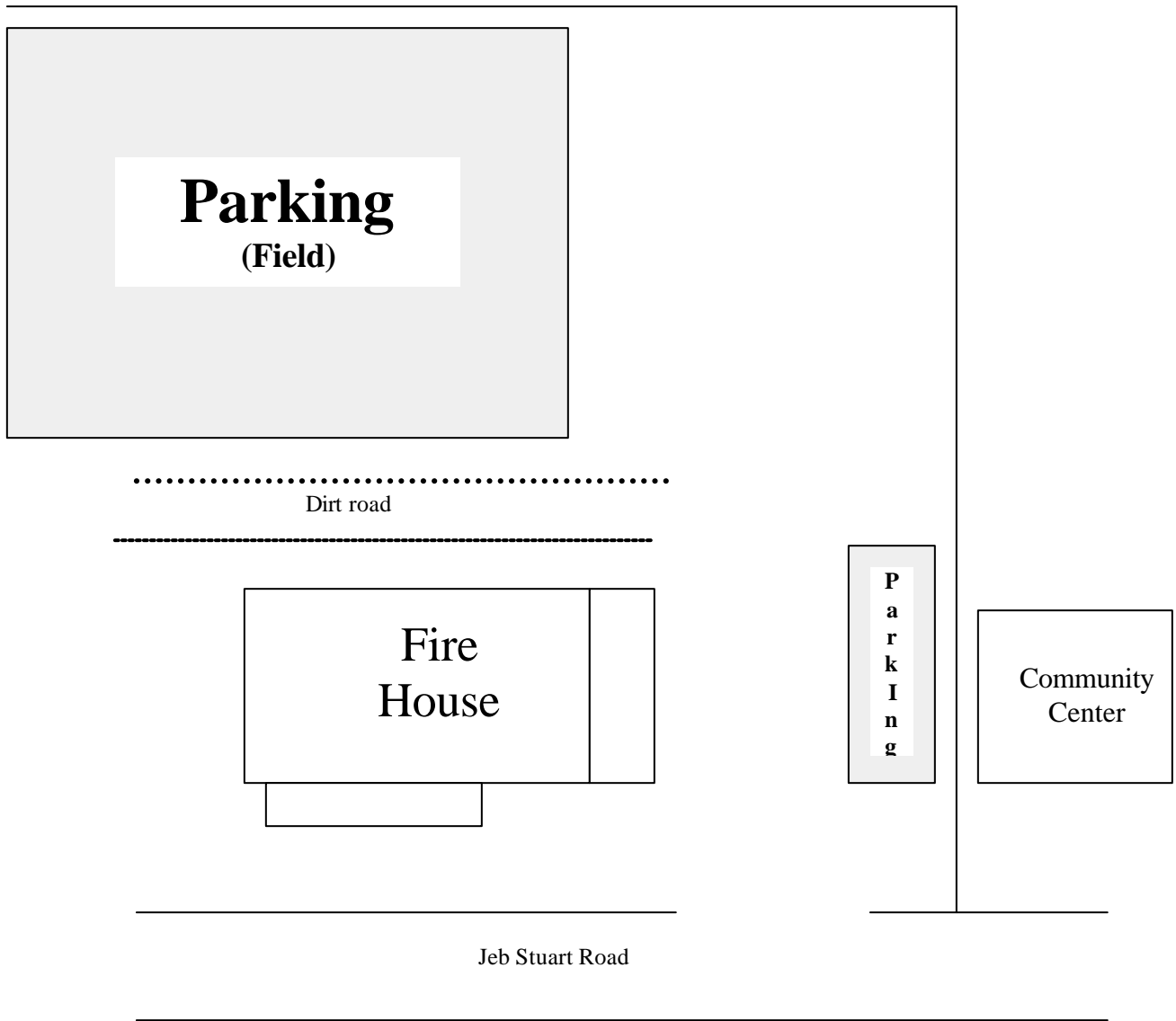
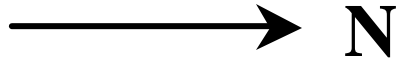
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Lessor Initial _____

Lessee Initial _____

September 9, 2002

Appendix A



Lessor Initial _____

Lessee Initial _____