

## OVFRD Facility Rental Agreement - Terms and Conditions

- **Alcohol:** The serving and consumption of beer and wine is permitted with proper licensure. Hard liquor is not permitted. See: <https://www.abc.virginia.gov/licenses/get-a-license/banquet-licenses>. The Lessee assumes responsibility for compliance with Virginia ABC laws. The sale of alcohol is prohibited. All alcohol must be consumed within the facility. The license must be in the name of the person signing this agreement. This person must be present at all times. Bartenders must comply with Virginia licensing requirements. See: <https://www.abc.virginia.gov/licenses/training>. Lessee must also provide a certificate of personal or event liability insurance for events involving use of alcohol. Guests are prohibited from bringing their own (BYOB) alcohol into the facility.
- **Audio/Visual:** Lessees are responsible for providing their own audio/visual and sound equipment.
- **Cancellation:** Must be made in writing at least 15 days prior to the event date to receive a full refund of the security deposit.
- **Capacity:** Maximum capacity is 125 persons.
- **Clean Up:** Lessee agrees to sweep, and mop if necessary, all areas used (including the kitchen and bathrooms) to return the building to the condition it was at the beginning of the event. A fee of between 50-100% of the security deposit paid will be charged if the facility is not properly cleaned.
- **Commercial Use:** The facility may not be used for any activity designed to generate a personal profit. The benefits of this hall rental agreement shall inure solely to the lessee and OVFRD and not to any third parties.
- **Conduct/Behavior:** Lessee is responsible for all persons who attend the event and shall ensure that all persons act in an orderly, responsible and safe manner. OVFRD retains the right to terminate the event or to expel any person who does not comply or who violates any other clause of this agreement. Lessee shall promptly report all incidents of crime, wrongdoings, vandalism or other mischievous activity to OVFRD and the police department.
- **Decorations:** While decorations are permitted, the lessee is prohibited from nailing, taping, tacking, stapling, pinning or otherwise attaching anything to the walls, ceiling, columns, floors, windows, doors, or other surfaces in the facility.
- **Definitions:** "Facilities" refers to buildings, grounds and any item on the property owned by OVFRD (the Lessor). A "Meeting" is an event held to conduct organizational business. A "Social Event" is a gathering held to celebrate, commemorate or otherwise socialize in a group setting. "Lessee" means the person renting, leasing or using the facility.
- **Drugs and other Substances, Firearms, Illegal or Injurious Activities:** Are not permitted within the facility. Violators will be prosecuted. Lessee shall not permit any activity or practice which is dangerous, poses a risk of injury, is considered a nuisance to public health or safety, unlawful, immoral, or which might otherwise injure the reputation of OVFRD. Lessee shall not use or store hazardous materials of any kind on the premises or any substance or thing prohibited by any law, ordinance, or standard policies of insurance.
- **Duration:** All events are limited to a maximum of three (3) hours. One (1) hour is allowed for set up prior to the event and one (1) hour is allowed for cleanup afterwards. Additional set up/clean up time will be at \$50/hr. All events must end by 9 PM, with cleanup completed by 10 PM.
- **Equipment/Facility Use:** The Lessee will use only the furniture, equipment and kitchen that is outlined in the rental agreement. Lessee agrees to return any furniture or equipment used to the configuration

it was in prior to the event unless otherwise directed by the lessor. OVFRD shall not be responsible for interruptions, delays or failures in such furnishing due to causes beyond the control of the lessor.

- **Event Type:** The facility shall be used for the type of event described below and for no other purposes.
- **Facility Manager:** OVFRD will assign at least one member as a “sponsor” or facility manager who will open the building, monitor the function, ensure compliance by the user (Lessee) and secure the building after the event.
- **Facility Rental Policy:** OVFRD will use its own discretion in accepting applications to rent its facility and can choose to deny rental for any reason.
- **Fundraising:** Commercial fundraising events are not permitted. Members of the local community may hold a private fundraising event to support a local community family or need. No rental fee is charged, but a donation would be accepted.
- **Government Agency/Community Groups:** May use the facility for official business at no charge, but a donation would be accepted.
- **Hazardous/Dangerous Materials:** No explosives, pyrotechnics, fireworks, sparklers, candles or other flammable materials are allowed. No confetti, rice, glitter, bird seed, or smoke/powder devices are permitted. Use of battery-powered candles on tables is permitted. Heated chafing dishes are permitted for the serving line.
- **Hold Harmless:** In consideration for use/lease of the premises, the Lessee releases OVFRD, its officers, directors, members and employees from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the facility by the Lessee. OVFRD shall not be responsible for any property damage/loss, accident or injury to the lessee or its invitees or any other persons caused to be on the premises by lessee. The lessee shall assume full responsibility for the acts and conduct of its invitees and any other persons caused to be on the premises by the lessee.
- **Indemnity:** Lessee agrees to indemnify, hold harmless and defend OVFRD from and against any and all losses, claims, liabilities and expenses, including, but not limited to attorney fees, which OVFRD might incur in connection with Lessee’s possession or use/misuse of the facility. OVFRD is not responsible for any force majeure (or “act of God”) that may cause cancellation, interruption, or disruption of the event. OVFRD is not responsible for any criminal or civil liabilities that result from actions by the event organizer (Lessee) or attendees.
- **Kitchen access:** Includes use of stove, refrigerator, microwave, coffee pot and ice maker, but not the dishwasher, pots, pans, utensils, paper goods, etc.
- **Modifications:** This written agreement is the entire understanding of the parties. Any modification to the rental hall agreement must be in writing and signed by both parties before the event.
- **Noise:** Lessee must ensure amplified music or other sound is kept at a reasonable level.
- **Parking:** Space is limited. Parking is permitted in the gravel lot and designated spaces, except those adjacent to the equipment bays/parking aprons on both sides of the building. Those spaces are reserved for staff responding to emergencies. Parking on the grass is not permitted. The user agrees to control parking and movement of attendees into the building so as to not interfere with any emergency response. Towing is at owner’s expense.
- **Relationship:** The relationship of the parties is based solely upon the terms of this agreement and is

that of lessor and lessee. Nothing contained herein shall be construed as creating a partnership, joint venture or employee/employer relationship.

- **Rental Fee:** See Fee Schedule (below).
- **Repairs:** The user assumes responsibility for repair or replacement of any part of the facility, grounds or equipment damaged by the Lessee or event attendees. Minor repairs will be deducted from the security deposit.
- **Reservations:** A signed rental agreement and security deposit is required to book/hold the space. Full rental balance is due 30 days prior to the event. Exceptions can be made for events booked less than 30 days ahead.
- **Security Deposit:** A security deposit of \$400 is due at time of making a reservation. In the event that the reservation is cancelled by the Lessee without at least 15 days prior written notice, the security deposit shall be retained as liquidated damages. Otherwise, the deposit will be returned within 10 business days after the event, minus any charges for cleaning or repairs that might be required.
- **Smoking/Vaping:** Is not permitted within the facility.
- **Tables/Chairs:** Are included in the rental cost. If moved, they must be returned to their original locations.
- **Trash/Debris:** Lessee agrees to remove trash and properly dispose it in the dumpster. Lessee also agrees to clear from the property any debris, including decorations, boxes, etc. used during the event.

**REQUEST USE OF THE FOLLOWING:**     Hall     Tables/Chairs     Kitchen     Outdoor Area (adjacent to Hall only)

**RENTAL DATE:** \_\_\_\_\_ **START TIME:** \_\_\_\_\_ **END TIME:** \_\_\_\_\_ **NUMBER OF GUESTS:** \_\_\_\_\_

**RENTAL FEE:** \$ \_\_\_\_\_ (see fee schedule) **SECURITY DEPOSIT:** \$ \_\_\_\_\_ **BALANCE DUE:** \$ \_\_\_\_\_

**BY DATE:** \_\_\_\_\_ **EVENT TYPE:** \_\_\_\_\_

**BEER/WINE:** (will) (will not) be served at this event. (Must provide copy of ABC license and bartender certification 7 days prior to event) Copy provided: \_\_\_\_\_

**EVENT LIABILITY POLICY (For events involving use of alcohol):**

**Insurer/Policy #** \_\_\_\_\_

Copy provided: \_\_\_\_\_ (7 days prior to event)

## FEE SCHEDULE

**Government Agency or Community Group Meeting** = Donation requested

Version: March 2024

**Meeting less than 50 persons = \$100/hr. (No food/no beverages) (no kitchen access)**

**Social Event less than 50 persons = \$125/hr. (Food/beverages, no alcohol) (includes kitchen access)**

**Social Event less than 50 persons = \$150/hr. (Food/beverages, plus alcohol) (includes kitchen access)**

**Social Event 50 or more persons = \$200/hr. (Food/beverages, no alcohol) (includes kitchen access)**

**Social Event 50 or more persons = \$250/hr. (Food/beverages, plus alcohol) (includes kitchen access)**

**ADDENDUM(S)** (if any):

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Both parties initial \_\_\_\_

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Both parties initial \_\_\_\_

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND WILL FULLY COMPLY WITH THEM AS OUTLINED IN THIS AGREEMENT. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS OVFRD AND ITS AGENTS AGAINST ANY SUCH CLAIMS BROUGHT BY ANY PERSON OR ENTITY.

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NAME OF LESSEE (RENTER)

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ORGANIZATION

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ADDRESS

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TELEPHONE

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EMAIL

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SIGNED

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DATE

FOR OVFRD (LESSOR)

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TELEPHONE

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EMAIL

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SIGNED

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DATE