



Facility Rental Agreement

Date of Rental: _____ Time of Rental _____

Name of Lessee _____

GRANT

Lessor, on the date and time listed, and subject to the terms and conditions of this Agreement, hereby grants Lessee permission to utilize the Facility for his or her event.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, a minimum donation of \$200.00. The balance of the Rental Fee shall be paid in full by Lessee on or before the date of the event.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorney's fees), damage, expense and liability (including statutory liability under workers' compensation) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sub license the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due:



Clear Brook Volunteer Fire & Rescue Company, Inc.

1256 Brucetown Road, Clear Brook, Va. 22624

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity. Lessor may with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be associated thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have. Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use of the occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building. Lessee and guest shall remain in the assigned rental area and refrain from other areas of the building as indicated in the attached floor plan. Lessee and Guest shall only park in designed parking spots, at no time shall any vehicles be parked or stopped in front of any bay doors containing Emergency Response Vehicles.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELATION

Lessee may cancel this Agreement at any time up to the event date.

FACILITY DETAILS

Lessee shall have under this agreement use of the 30 x 30 foot Bays located on the Brucetown Road side of the building. Lessee will also have full access to the commercial kitchen attached to said Bay along with the use of its ovens, refrigerators, freezers, and ice machine. Lessee shall also be provided the use of two unisex restrooms that are handicap accessible. Lessor shall make available 12 tables and 74 chairs for use by Lessee. Upon termination of the Facility rental, Lessee shall ensure all items are cleaned and returned to their proper settings - storage areas. The Facility is smoke and alcohol free.

SIGNATURES

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the Commonwealth of Virginia.

This Agreement shall be signed by:

Lessor Signature : _____ Print: _____ Date: _____

Lessee Signature: _____ Print: _____ Date: _____