

Boyce Fire Company – Social Hall Lease Agreement

For good and valuable consideration, this Lease is entered into by and between the following:

Lessor/Landlord: Boyce Volunteer Fire Company, Inc. (the “Lessor” or “Landlord”) and

Lessee/Tenant: _____ (the “Lessee” or “Tenant”)

Phone: _____

Email: _____

Other Contact Info: _____

Rental Period: Start: _____ am/pm on _____

Stop: _____ am/pm on _____

Decoration Period:

Start: _____ am/pm on _____

Stop: _____ am/pm on _____

Rental Period shall include the Decoration Period

Premises/Property: The Premise being leased hereunder shall consist exclusively of the Social Hall located at 1 South Greenway Avenue, Boyce, Virginia, and non-exclusive use of the parking lot, and the Kitchen area (but only if Kitchen is circled below) (the “Premises”). No other parts of the building in which the social hall is located are being leased hereunder.

Permitted Use: _____ Event (describe)

Includes Kitchen: Yes / No - If nothing circled – Kitchen use is excluded from the Premises.

Capacity (max): _____ (if nothing listed- max capacity is 200) (in no event may capacity exceed 300)

Rent Amount: \$ _____ (for entire Rental Period)

Security Deposit: \$ _____

Insurance. The Boyce Volunteer Fire Company is not responsible for any accidents, injuries or any damages incurred during the Rental Period. Lessee represents it has insurance to cover damages and liability at the Premises.

_____ If initialed, Lessee shall provide a Certificate of Insurance to Lessor, listing Lessor as additional insured on Lessee’s business liability policy for the Rental Period.

_____ If initialed, Lessee must also have Event Insurance of at least \$ _____ and name Lessor as additional insured and provide a Certificate of Insurance at least 5 days before the Rental Period.

Lease. Lessor hereby rents to Lessee the Premises, for the Rental Period, for the Permitted Use. In return, Lessee shall pay to Lessor the Rent Amount, as well as the Security Deposit, which is due in full upon execution of this Lease. **No dates will be reserved without full payment and complete execution of this agreement.**

Security Deposit. The Security Deposit, less any damage or cleaning charges, will be refunded by the Lessor within 30 days following the event.

Premises. In addition to the use of the Premises, the Lessor agrees to allow Lessee use of tables, chairs and other personal property located within the Premises. Lessee CANNOT USE the **stage or office. Lessee shall only have access to and use of Kitchen if Kitchen access is marked above.**

Clean Up. Cleaning supplies and trash bags will be supplied by the Lessor. **All trash must be removed by Lessee by the end of the Rental Period, with Lessor allowing for onsite waste to be placed in Lessor's dumpster.**

Decorations. Lessee may use the Premises during the Decoration Period for setup. Decorations shall be limited to table decorations and free standing decorations. No decorations may be hung, taped, stapled, or otherwise attached to the walls or ceiling without specific authorization from the Lessor. Only nonflammable, nonhazardous materials may be used for decorations. Pyrotechnics are not allowed.

If Premise not Available. If the Premises are not used due to reasons beyond the control of the Lessor, including, but not limited to, acts of God, bad weather, damage to the Premises, cancellation by Lessee, or by the implementation of laws preventing its use, the Lessor shall not be held liable for any loss or damage other than fully refunding any amount paid.

Lessee Responsible for Damage. The Lessee acknowledges and accepts full responsibility for any damage or expense incurred by the Lessor as a result of the Lessee's use of the Premises and for any damages caused to the leased premises or Lessor's personal property by the Lessee, its guests, agents, employees, or invitees. Nothing herein shall prevent the Lessor from recovering damages suffered by it in excess of the amount of the security and cleaning deposit by appropriate legal action against the Lessee. If such action becomes necessary, the Lessee shall pay all costs of any litigation and attorney's fees.

Use. The Lessee agrees to use the premises in a safe and proper manner and further agrees that the Lessor shall not be or become responsible for any injuries or damages caused by or to any guest, agent, employee, or invitee of either the Lessee or the Lessor, the general public or any property belonging to any of the same, and agrees to indemnify and save harmlessly the Lessor from any claims arising therefore, including attorney fees incurred.

Permits. Lessee will obtain any required permits and must completely abide by all laws and regulations relating to the event including but not limited to those required for gambling and use of alcohol.

Maintenance. The Lessee agrees to keep unobstructed and free for immediate passage all exits, hallways and passageways while the premises are being used. Any officer of the Boyce Volunteer Fire Company shall be allowed full access to the premises at any time to ensure that the provisions of this agreement are being met. Any violation of this agreement shall be cause for the immediate evacuation of the Premises, for the termination of this lease and for the forfeiture of all monies paid, with all other rights of the Lessor expressly reserved.

Inspection/Liability for Damage. The Lessee acknowledges that Lessee has inspected the Premises and agrees that it is suitable for Lessee's intended use. The Lessee and the Lessor shall mutually acknowledge and make written note of any existing property damage prior to the Lessee taking possession of the Premises. Lessee shall be responsible for any and all damage caused during the Rental Period by Lessee, its agents, invitees or anyone else allowed on or in the Premises during the Rental Period (excluding Lessor and its employees/agents). If Lessee fails to provide a written notice of condition prior to the event, then the Premises shall be considered in good order, no damage.

If Lessor breaches this lease, Lessee's sole damage shall be a return of the Rental Amount and Security Deposit. Lessee shall not be entitled to any other damages, including but not limited to consequential damages.

Miscellaneous. If the Lessee executes this agreement as a corporation, limited liability company, partnership or other business entity, each of the persons executing this lease agreement on behalf of the Lessee covenants and warrants that the Lessee is a duly authorized and existing entity authorized to conduct business in the Commonwealth of Virginia. This lease contains the entire agreement between the parties and shall not be modified except in writing and signed by both parties. The exclusive jurisdiction for any legal proceeding arising in connection with this lease shall be a court of competent jurisdiction in Clarke County, Virginia. The parties agree to sign such additional documents and take such further action to effectuate the above. This agreement represents the entire agreement among the parties with respect to the subject matter contained herein. This agreement may be signed in more than one counterpart, together which shall constitute one agreement. A scanned copy, fax, and/or electronic signature shall constitute an original signature.

Lessor/Landlord

Boyce Volunteer Fire Company

By: _____ (Seal) Date: _____
Title: _____

Lessee/Tenant

By: _____ (Seal)
Title: _____

Date: _____

By: _____
Title: _____

Date: _____