

BRIAROAKS VOLUNTEER FIRE DEPARTMENT, INC.

FACILITY LEASE AGREEMENT

TERMS AND CONDITIONS OF BVFD FACILITIES RENTAL AGREEMENT

1. **RESERVATIONS:** Preliminary reservations may be made by using the online reservation form up to one year in advance. Confirmed reservations will be made by the execution of this BVFD Rental Agreement. This Rental Agreement must be executed and the required deposit paid at least 30 days in advance of the event. If no deposit is received, BVFD has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid one day prior to the event.
2. **DEPOSIT:** There will be a required \$100 damage/cleanup deposit per area rented to secure the date of the event to cover any damages incurred during the time of this contract. The deposit check will be returned to the Lessee after the event as long as all rental agreements were followed.
3. **CANCELLATIONS:** A forfeit of the security deposit per area will occur when cancellation is not given at least 30 days prior to the event for each hall or area rented.
4. **ALCOHOLIC BEVERAGES:** Lessee agrees that any possession, consumption, or other use of alcoholic beverages will be in accordance with applicable laws and regulations.
5. **EVENT SECURITY:** If deemed necessary by BVFD, Lessee will provide for uniformed licensed peace officers for the event at the Lessees' expense.
6. **ASSIGNMENT:** This lease agreement may not be assigned by lessee to another party. Only the party or organization that the signee legally represents may use the rented facility as per this lease agreement.
7. **TIMES:** On the day of the event the hall will be available at the time specified by the Lessee. Lessee must have the rented facility cleaned up and everyone out within 30 minutes of the end of the event.
8. **SET UP/BREAKDOWN:** It is the Lessee's responsibility to set up and take down the tables and chairs. No tables or chairs can be removed from the facility or the property. **NO** staples, tacks, or other permanent reinforcements will be allowed on tables, chair, walls, stage, etc.
9. **CLEAN UP:** It is the Lessee's responsibility to clean off all tables and pick up all trash off the floor and put in trash cans provided by BVFD. All trash cans and trash must be put in the dumpster provided at the facility after the event.
10. **BVFD RENTAL RULES:** The lessee hereby acknowledges receipt and understanding of the current BVFD Booking and Rental Policy and Liability Release and Indemnity Agreement which are incorporated by reference in full, as is fully set forth herein this Agreement. Lessee agrees that he/she and his/her guests and invitees will be bound and abide by the aforementioned policy and agreement and accepts responsibility for the conduct of his/her guests and invitees according to

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these Rules contained therein. Lessee acknowledges that he/she has read and understands all the Rules, and that BVFD may at any time revise these Rules. Lessee agrees that any revision shall have the same force and effect as any current Booking and Rental Policy. BVFD will determine at its own discretion if Lessee or Lessee's guests or invitees have failed to abide by the Rules. Such failure may result in BVFD declaring the Lessee to be in default hereunder and result in the termination of this Agreement and full surrender of damage/cleanup deposit. Lessee also acknowledges the acceptance of the Liability Release and Indemnity Agreement set forth as part of this agreement.

11. **LESSEE:** The Lessee shall be responsible for the payment of all taxes or other assessments that may be made against it in its operation. The Lessee agrees to leave the facility clean and in condition found in prior to the lease. The Lessee, its officers, directors, employees and members, agree to hold BVFD harmless from all claims that may arise in the use of the Premises by the Lessee to the Extent caused by Lessee's Negligence whether it be from activities happening on or off the premises in connection with use hereof. If BVFD incurs any expenses or fees resulting for defense of any such claims, lessee agrees to reimburse BVFD for any such fees upon written notice of such charge.

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LIABILITY RELEASE & INDEMNITY AGREEMENT

To accompany Facility Lease Agreement

This liability release and indemnity agreement is entered into by and between the Briaroaks Volunteer Fire Department, their directors, owners, volunteers, agents, contract labor and employees (hereinafter referred to as BVFD) and the undersigned (LESSEE). *Lessee acknowledges that he/she is renting one or more of the facilities within the grounds owned by Briaroaks Volunteer Fire Department, Inc.*

Lessee expressly UNDERSTANDS AND AGREES that there is an inherent degree of RISK and DANGER involved in participating in and/or being in the presence of formal and/or informal activities on the BVFD Grounds, but is not limited to, the risk of BODILY INJURY, DEATH, and PROPERTY DAMAGE to persons or property.

For and in consideration of BVFD providing facilities for rental to the Lessee, the undersigned agrees to RELEASE and DISCHARGE the Briaroaks Volunteer Fire Department, Inc., including their directors, volunteers, agents, aids, contract labor and employees, OF AND FROM ANY AND ALL LIABILITY for, but not limited to, BODILY INJURY, DEATH, and PROPERTY DAMAGE which arises out of or is connected with NEGLIGENCE and/or FAULT of BVFD, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity.

The undersigned also agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND BVFD, including their directors, volunteers, contract labor and employees, FROM ALL LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING COURT AND ATTORNEY'S FEES) THAT ARISE OUT OF OR ARE CONNECTED WITH BODILY INJURY, DEATH OR PROPERTY DAMAGE as result of or connected with NEGLIGENCE and/or FAULT of BVFD, including their directors, volunteers, and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity.

The undersigned, upon the signing of this document, states that he/she as sole representative or as a duly designated representative of an organization, has carefully read the foregoing Liability Release and Indemnity Agreement and thereby knows and understands the contents thereof and signs the agreement of his/her own free will and act. The terms and conditions of this Liability Release and indemnity Agreement are contractual and not a mere recital.

ACKNOWLEDGEMENT

I, the undersigned, by my signature below, do hereby acknowledge that I have read and accepted the **BVFD Facilities Rental Agreement and the BVFD Liability Release and Indemnity Agreement** and do hereby agree to this contractually binding agreement and do also agree to uphold all said rules and conditions of this agreement. My signature indicates my agreement to be fully responsible for the below that I have reviewed and understood and electronically signed the **BVFD Facilities Agreement Rental and the BVFD Liability Release and Indemnity Agreement** as incorporated into the application.

LESSEE SIGNATURE must be person renting or a legal representative of the organization executing this agreement.