



EARLYSVILLE VOLUNTEER FIRE COMPANY BANQUET HALL RENTAL AGREEMENT

Rental agreement between the Earlysville Volunteer Fire Company (EVFC) and _____ (Renter) for the rental of the EVFC Banquet Hall, Foyer, Restrooms, Rear Parking Lot, and Optional Kitchen Prep Area at the Earlysville Volunteer Fire Company.

Event Date: _____

Start Time: _____ End Time: _____

I. DEFINITIONS

The term “event participant(s)” is defined in this agreement as any individual(s) that takes part in the Renter’s event. This includes the Renter, invited guests, caterers, agents, friends/family members of the Renter, and friends/family members of other participants of the event.

II. FACILITY

The maximum occupancy of the Banquet Hall is 425 persons. The maximum sitting occupancy of the Banquet Hall is 250 persons. EVFC will provide sufficient tables and metal folding chairs for the event. The rear parking lot can accommodate up to 100 cars and includes handicap accessible parking spaces. There are restrooms, including a handicap accessible restroom, located off the foyer.

III. EVFC TOBACCO & DRUG POLICY

EVFC is a tobacco/drug free facility. No tobacco products of any kind shall be consumed inside EVFC facilities. The consumption of tobacco products shall be allowed outside, at least 20 feet from any entrance to EVFC facilities. A cigarette disposal station is located outside the Banquet Hall entrance.

Illegal drugs are prohibited on EVFC property. The Renter is responsible for enforcing this policy on event participants. If this policy is violated by any of the event participants, it shall be considered a breach of contract and the Renter’s deposits and paid fees may be forfeited.

IV. RETURNED CHECKS

Any returned check, written by the Renter and/or their agents to pay for deposits and/or other fees, shall be levied a \$35.00 fee to cover bank charges. This fee shall be added to the Renter's full balance due. If necessary, monies from the Renter's deposits shall be used to collect these fees.

V. RESERVATION FEE

A non-refundable reservation fee of \$275 is required at time of booking for making and holding the event reservation as indicated in this agreement. Upon receipt, EVFC will reserve the time and date requested for the Banquet Hall. The Reservation Fee goes towards Total Amount paid. **Full payment must be made no later than four (4) weeks prior to the Event Date.** Failure to do so deems the scheduled event as a cancellation and will incur cancellation charges.

VI. BANQUET HALL RENTAL PACKAGES

The Banquet Hall rental rate is based on the number of attendees with a two (2) hour minimum. Multiple day events may be negotiated. Two hour of setup time is provided at no cost. Additional setup and/or clean up hours may be purchased at the package rental hourly rate.

There are three (3) packages to choose from:

SMALL

Any event up to and including 25 guests will be charged at \$75/hour

MEDIUM

Any event with 26 to 50 guests will be charged at \$100/hour

LARGE

Any event with 51 or more guests will be charged at \$125/hour

VII. OPTIONAL COSTS

The food prep area is available for use at an additional charge of \$100.00 during the event rental period, which must be paid in full by the full balance due date (four (4) weeks prior). No utensils, dishes, flatware, pots, pans, etc. are available for use or for rent. The Renter is responsible for providing all necessary kitchen items needed for their event. The Renter is responsible for restoring the kitchen area back to its pre-event condition as agreed upon by the Post-Event Room Cleaning Checklist.

If guests choose to stay past the agreed time rental period, the Renter will be charged an **overtime fee of \$250 per hour**.

White table clothes are available for rental at \$10.00 per tablecloth.

Ice is available for an additional charge of \$20.

Meeting room is available for rental for an additional charge of \$250.

VIII. RESTRICTIONS

Party guests are only permitted to be in the Banquet Hall. Guests may not gather or linger in the foyer, parking lot, or enter the Meeting Room (unless rented) or Gym. Children must be supervised at all times.

It is a violation of EVFC policy for any person to carry a firearm or dangerous weapon on EVFC premises.

No gum of any kind is allowed on premises. Any instance of used gum found in the building or in the parking lot will be deducted from the damage deposit at \$25/instance.

No confetti, confetti bombs, or confetti cannons are allowed on premises.

In compliance with Albemarle County noise ordinance (Ord. 00-18(3), 6-14-00), noise levels after 10 p.m. should not exceed 55 decibels outside the building. EVFC strives to be a good neighbor and the event manager will monitor sound levels at the property line after 10 p.m. with an approved sound measuring device. If needed, DJs, bands, MCs etc. will be asked to turn the volume down accordingly. If after first warning noise violations are still being exceeded, event will be suspended without refund.

IX. DAMAGE DEPOSIT AND CLEANUP FEE

A refundable deposit of \$300.00 shall be required for damages and is to be paid in full by the full balance due date (four (4) weeks prior). Rented areas are to be left in the same state as received. If repairs are required, the Renter is responsible for any/all damages to EVFC property attributed to event participants.

Decorations of any nature that require nails, screws, or other attachments that are destructive to the walls, doors, ceilings, windows, light fixtures, or woodwork are prohibited.

If there is damage to EVFC property, the costs to repair said damages will be determined by EVFC and the damage deposit will be used to repair said damages. The remainder from the damage deposit not used to repair said damages shall be refunded

to the Renter within thirty (30) days, after the repairs have been made. The renter will be liable for additional repairs and/or cleaning costs beyond the \$300 deposit, if applicable.

Restitution of repair costs beyond the damage deposit shall be paid by the Renter and shall be pursued by civil action, if necessary. The Renter shall be responsible for reimbursing EVFC for all legal fees and costs associated with recovering the costs to repair said damages.

If there are no damages incurred to the areas rented, a full refund of the damage deposit will be made within thirty (30) days to the Renter.

A non-refundable cleaning fee of \$185 shall be required for cleaning, and is to be paid in full by the full balance due date (four (4) weeks prior). If Room(s) and/or parking lot are left excessively dirty, the renter will be liable for additional cleaning costs beyond the \$125 fee, which will be deducted from the \$300 damage deposit.

X. SETUP AND CHECKOUT PROCEDURES

Two hours of setup time immediately prior to the event is provided at no cost. The Renter's event checkout must be accomplished within 1 hour after the rented hours. Any additional time used in the room will be charged at the rental rate. Checkout requirements are detailed and agreed upon in the Post-Event Room Checklist and include taking out the trash to the dumpster, and stacking clean tables and chairs on carts.

XI. ALCOHOL POLICY

If any alcoholic beverages are to be served, an Albemarle County Deputy Sheriff or Private Security Guard and an EVFC ABC Manager shall be required to be present at the event for the duration of the event. Security may be waived at EVFC's discretion if the event meets some/all of the following criteria: has 25 people or less, ends before 4:00 pm, has a duration of less than four (4) hours, or is only serving a champagne toast. This list is not inclusive and the need for security will be waived **ONLY** at the discretion of the EVFC event team; please consult with your event manager regarding the details of your event.

The fee for deputies/private security is \$55 per hour per deputy/private security guard with a three (3) hour minimum. The number of security personnel is based on the number of event participants and is determined by the Sheriff's Office (approximately 1 deputy per 100 guests). If deputy sheriffs are required for your event, the EVFC Community Center Committee (Committee) will make the request on behalf

of the Renter at the Sheriff's Office five (5) weeks prior to the Event Date. The Sheriff's Office will provide EVFC with a quote for the cost of the deputies if they are available. If unavailable, the Committee will obtain a quote from a private security firm. The Committee shall inform the Renter of this additional fee if it is more than \$55 per hour. This fee is set by the Albemarle County's Sheriff's Office and/or Security Personnel hired by the Committee. The fee is subject to change even after the contract has been signed. The Renter is responsible for all fees charged by the Sheriff's Office or Security Personnel up to and after the day of the event. **This fee must be paid in full by the full balance due date (four (4) weeks prior)**. Cancellation of the security personnel may result in charges, which the Renter is responsible to pay.

EVFC has a Banquet Hall ABC License from the Virginia Department of Alcoholic Beverage Control. This license allows beer, wine, and mixed drinks to be served without charge in the banquet hall. When alcohol is to be served, an EVFC ABC Manager must be present at the event. Only an EVFC Banquet Hall Manager or an officer of EVFC may act as an EVFC ABC Manager for events.

If the Renter wants to sell alcoholic beverages, the Renter will be required to provide their own Virginia ABC permit/license for the event. The Renter must present a copy of the Virginia ABC permit/license to the EVFC Banquet Hall Manager so that the permit/license can be displayed during the event. NOTE: Normally, individuals are not granted Virginia ABC permits/licenses. If the Renter plans to sell alcoholic beverages, the Renter may need to contact Virginia ABC prior to the event to determine if they will be permitted a license for the event. A caterer that provides cash bar services should provide the Virginia ABC license.

No beverages of any kind shall be permitted outside the Banquet Hall room.

If alcohol is served in violation of Virginia ABC laws and regulations, it shall be considered a breach of contract, the event will be terminated at once, and all deposits/fees shall be forfeited.

Before serving alcoholic beverages to event guests, the EVFC ABC Manager will require proof of legal age (21) and will wristband all eligible event guests.

XII. CANCELLATION

Cancellation of this contract by the Renter and/or their agent must be received in writing by the Committee. EVFC reserves the right to modify or cancel this contract up to sixty (60) days prior to the Event Date. If EVFC cancels the event, all deposits and fees paid shall be returned to the Renter. If the Renter cancels this event, the reservation fee shall be forfeited. Additional non-refundable fees may include but are not limited to the cost of security personnel for the event. All remaining monies paid shall be returned to the Renter within thirty (30) days.

IN THE EVENT OF A WEATHER EMERGENCY that causes the event to be cancelled, a \$50.00 administrative fee may be deducted from the reservation fee. All remaining monies will be returned to the Renter within thirty (30) days.

IN THE EVENT OF THE FACILITY BEING USED AS AN EMERGENCY SHELTER that causes the event to be cancelled, all monies will be returned to the Renter within thirty (30) days.

XIII. PERSONAL ITEMS

Personal items left on EVFC property at the end of the event will be held and the Renter will be notified. The Renter will have 48 hours to recover any items being held. Items not recovered by the Renter will be disposed of by EVFC.

XIV. MISCELLANEOUS

All entertainment and alcohol service/dispensing must stop fifteen (15) minutes prior to the event ending date/time. All non-EVFC personnel shall leave EVFC property by 1:00 AM, with no exceptions. Anyone in violation of this policy will be escorted out by security personnel.

A representative from EVFC shall be on-site and available during the event. This representative may also be acting as the EVFC ABC Manager, if alcohol is being served.

EVFC is honored to extend a 10% discount of the total rental fee to all active first responders and all those who have served in the military including inactive personnel and veterans. Please ask your event manager for details.

XV. LIABILITY CLAUSE

THE UNDERSIGNED ALSO AGREES THAT EVFC WILL NOT BE HELD LIABLE FOR ANY INJURIES OR PROPERTY DAMAGE/LOSS TO OTHERS DURING THE EVENT RENTAL PERIOD, INCLUDING, BUT NOT LIMITED TO: DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER INCIDENTS THAT MAY OCCUR TO ANY PERSON(S), INCLUDING, BUT NOT LIMITED TO: GUESTS, AGENTS, OR EMPLOYEES BY USE OF EVFC FACILITIES AND PREMISES DURING THE TERM OF THIS AGREEMENT.

XVI. BALANCE DUE

The full balance due of all rental fees may be made at the time of reservation but no later than four (4) weeks prior to the Event Date.

If the Renter fails to pay the full balance due by the agreed upon due date, it shall be considered a breach of contract and the event shall be terminated and the reservation fee shall be forfeited. The Renter shall be responsible for any/all additional fees incurred which may include the cost of security, if ordered for the event.

A FULL BALANCE OF \$_____ IS DUE BY _____, 20_____

Make checks payable to: **Earlysville Volunteer Fire Company**

Send checks in a clearly marked envelope to

**EVFC EVENTS
PO Box 104
Earlysville, VA 22936**

XVII. AUTHORIZATION

This document becomes a legal and binding contract when signed by the Renter and an EVFC Community Center Committee member. The original signed contract becomes the property of EVFC and a copy will be provided to the Renter.

I, _____
(Renter's Printed Name & Signature)

have read and agree to all terms and conditions in this agreement.

Name to be on Virginia ABC License (If Renter is providing their own)

Renter's Contact Information:

Address

Telephone Number

EVFC Community Center Committee Member

By: _____

EVFC Community Center Committee Member (Printed Name & Signature)

XVIII. PRE-EVENT ROOM RENTAL CHECKLIST

(Renter and Banquet Hall Manager initial each item when checked)

Date/Time: _____

BANQUET HALL

- / Windowsills are clean
- / Floors are swept and mopped
- / Floor outlet covers not cracked
- / No decorations
- / Trash containers are empty and have liners
- / Chairs are stacked on chair racks
- / Tables are stacked on table carts
- / Requested number of Linens supplied

RESTROOMS/FOYER

- / Toilets are clean
- / Sinks and countertops are clean
- / Mirrors are clean
- / Paper product dispensers are stocked
- / Trash containers are empty and have liners
- / Floors are swept and mopped

FOOD PREP AREA

- / Refrigerator and freezer are clean
- / Sinks and counters are clean
- / All kitchen utensils, dishes, pots, and pans are put away
- / Trash containers are empty and have liners
- / Floors are swept and mopped

XIX. POST-EVENT ROOM CLEANING CHECKLIST

(Renter and Banquet Hall Manager initial each item when completed)

Date/Time: _____

BANQUET HALL

- / Floors are clear of garbage or debris
- / Floor outlet covers not cracked
- / Take down decorations
- / Chairs are stacked on chair racks
- / Tables stacked on table carts
- / Requested number of linens accounted for

RESTROOMS/FOYER CLEANUP

- / Take down decorations

FOOD PREP AREA CLEANUP

- / Remove your unused items from refrigerator and freezer
- / All Renter's utensils, dishes, pots, and pans have been removed

XX. EVENT DETAILS

Renter's Name and Phone Number _____

Type of Event _____

Event beginning Date/Time _____

Event ending Date/Time _____

Number of persons participating at event _____

Number of Tables/Chairs requested _____ / _____

Will white tablecloths be needed YES / NO

Will alcohol be served and/or sold? YES / NO

If alcohol is sold, Contact person holding VaABC license

Name

Phone

Additional Information:

RENTAL FEES WORKSHEET

Package (check one): SMALL - \$75/hr
 MEDIUM - \$100/hr
 LARGE - \$125/hr

Number of Guests

Base Rental (2hr minimum):	x	hrs	\$	
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Setup Hours (in addition to the 2 hrs included)	x	hrs	\$	
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Kitchen Rental @ \$100.00			\$	
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Meeting Room Rental @ \$250.00			\$	
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Ice @ \$20.00			\$	
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Table Cloths @ \$10.00/table	x	tables	\$	
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Deputy Sheriffs/Private Security @ \$55.00/hr				
Approx.. 1 deputy/100 guests	x	deputies	\$	

Sub-Total Rental Fee:			\$	
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Damage Deposit (refundable)			\$	300.00
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Cleaning Fee (non-refundable)			\$	185.00
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Final Balance:			\$	
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Reservation Fee: (non-refundable, due at signing)			\$	275.00
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Due Date (4 weeks prior to Event Date):				
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Additional Information:
