

ASHBURN VOLUNTEER FIRE RESCUE DEPARTMENT (AVFRD)
FOUNDERS HALL RENTAL TERMS AND CONDITIONS

Revised: October 16, 2023

This Agreement covers the rental of AVFRD Founders Hall facility and kitchen.

By completing an online reservation, the person or entity renting the facility (the “RENTER”) understands and accepts the foregoing terms set forth in these Terms and Conditions (the “Agreement”).

1. **COVID-19 STATEMENT:** Rental and use of the Founders-Hall facility and/or kitchen (the “Premises”) is at the RENTER’s own risk. By renting and using Premises, RENTER hereby waives any claim against Founders-Hall and/or Ashburn Volunteer Fire and Rescue Department (“AVFRD”) for exposure to COVID-19, or any of its variants, and neither Founders-Hall nor AVFRD shall be held responsible for any claim based upon COVID-19 or any of its variants.
2. **RENTAL FEE:** Standard rental fee rates are \$200 / hour. Upon acceptance of the reservation payment, the RENTER and AVFRD agree to and shall be bound by all of provisions, terms and conditions set forth in this Agreement.
3. **SECURITY/CLEANING DEPOSIT:** All reservations are automatically assessed with a refundable Security/Cleaning Deposit of \$500 at the time of booking. **For events ending after 11:00 p.m., an additional \$250.00 Security Deposit is required (for a total of \$750.00) refundable Security/Cleaning Deposit. If the additional Security Deposit is not included when the reservation is made, Founders Hall Administration will automatically add the \$250.00 to the remaining/outstanding balance.**
Based on the RENTER’s compliance with the AVFRD Rental Terms and Conditions, Security/Cleaning deposit refunds will be made in the original method of payment within 14 business days after the date of the event.
4. **RENTAL PERIOD:** All setup, breakdown, clean-up, and removal of RENTER’s personal belongings, equipment and supplies must take place during the period the Premises is rented by the RENTER (the “Rental Period”).
5. **RESERVATION DEPOSIT:** RENTER agrees to pay a reservation deposit of 50% of the total price due at the time of reservation. The remaining balance of the rental is due fifteen (15) days before the reservation date. Reservations that are not paid in full (15) days before the reserved rental period start time will be cancelled automatically and no monies paid will be refunded.
6. **PAYMENT METHODS:** Acceptable payment methods are Visa or Mastercard. We do not accept any other form of payment.
7. **CHANGES TO RESERVATION:** Rescheduled reservations are **non-refundable** once confirmed. The RENTER will receive a confirmation email from Founders Hall to confirm the change. All change requests to an existing reservation must be made via email to foundershall@avfrd.net and are subject to a \$25.00 administrative fee.
8. **CANCELLATIONS:**
 - All cancellations must be made via email to foundershall@avfrd.net and are subject to a \$25.00 administrative fee. The cancellation is not confirmed until the RENTER receives a confirmation email from Founders Hall.

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- RENTERS may cancel their reservation prior to 30 days before the reserved rental period start time and will receive a full refund of all monies MINUS the \$25 administrative fee and a 3.5% service fee which will be calculated based on the total amount of monies paid.
 - RENTERS may cancel their reservation between 30 days and 7 days before the reserved rental period start time and will receive a 50% refund of all monies paid MINUS the \$25 administrative fee and a 3.5% service fee which will be calculated based on the total amount of monies paid.
 - If RENTERS cancel their reservation less than seven (7) days before the reserved rental period start time, no monies paid will be refunded.
 - RENTERS may receive a refund of all monies paid if “extraordinary circumstances” prevent the use of the Premises. The following are “extraordinary circumstances”: severe inclement weather or mechanical failure at the Premises, either of which in the sole opinion AVFRD prevent the safe use of the Premises, or proof of the sudden serious illness or death of the RENTER or an immediate family member of the RENTER. AVFRD reserves the right to consider other situations as “extraordinary circumstances” but shall grant or deny such an application in its sole discretion and only after RENTER makes a written request for such a finding.
9. **CALCULATING CANCELLATION DEADLINES:** All cancellation periods are calculated based upon local time for Founders Hall.
10. **OCCUPANCY:** The number of RENTER’s guests, invitees or other attendees shall not exceed 160 or such other number as limited by the Governor of Virginia or by Virginia law.
11. **USE OF PREMISES:** The RENTER agrees that the Premises shall be used only for the purpose specified in the online registration.
12. **AGE LIMITATIONS:** No one under the age of 21 may rent the facility.
13. **ONSITE RENTER PRESENCE:** The RENTER making the reservation, or their designated representative, shall be on the Premises for the duration of the Rental Period. **Vendors are not permitted to enter Founders Hall until the RENTER or designated representative is onsite.** The RENTER making the reservation is responsible for the compliance of his/her guests, invitees, and contractors with the terms and conditions as set forth in this Agreement and with AVFRD’s rules and regulations. AVFRD has the right and authority to immediately terminate this Agreement, without a refund of any kind, if the RENTER is not on the Premises and/or if their guests, attendees, or contractors violate any AVFRD rules or regulations.
14. **VENDORS:** All Vendors on the premises at any time during the Rental Period must carry and maintain in full force and effect workers compensation insurance, general liability and policy endorsement naming Founders Hall as additional insured showing the required insurance is in place.
15. **CLEANING:** At the conclusion of RENTER’S event, RENTER shall remove all their personal items, supplies, and equipment; remove and properly dispose of trash, litter and debris; wipe all tables and chairs free of crumbs, stains, liquids, and return any AVFRD-provided chairs, tables or other equipment to their original location in a neat and orderly manner, all of which must occur during the Rental Period unless other arrangements are made with AVFRD. **If Renter has purchased a post event cleanup service, RENTER must remove all their personal items, supplies, and equipment; remove and properly dispose**

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of trash, litter, and debris; and be sure that kitchen surfaces are clean, and all dishes put away. (See Exhibit B)

16. **ACCESS BY AVFRD:** The RENTER shall permit access to the Premises by any authorized agent of AVFRD at any time during the Rental Period.
17. **COMPLIANCE WITH LAWS:** RENTER agrees to comply with all federal, state, and municipal laws, ordinances, and regulations and all AVFRD rules and regulations while using the Premises.
18. **FIREARMS:** No firearms are permitted at any time on the Premises covered by this Rental Agreement. The RENTER is responsible for enforcing this prohibition and a violation of this provision shall constitute a material default by RENTER of the terms of this Agreement.
19. **ADJACENT PROPERTIES:** **RENTER, his/her guests, invitees and contractors and the RENTER's event generally shall have no adverse effects on the operations of AVFRD emergency services.** Use of the Premises is limited to the interior of the building except when parking and for ingress/egress purposes. There shall be no outdoor gatherings or activities. Smoking is permitted outside the facility in the designated area only. A violation of this provision shall constitute a material default by RENTER of the terms of this Agreement. **(See Exhibits A and B)**
20. **ALCOHOLIC BEVERAGES AND ILLEGAL SUBSTANCES:** RENTER shall not serve, sell, or use alcoholic beverages on the Premises unless a license has been obtained from the VA ABC. RENTER shall not serve or sell alcoholic beverages to minors or allow the consumption of alcohol by any minors on the Premises. Alcoholic beverages are prohibited outside of the facility. Under no circumstances shall the RENTER serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon Premises. A violation of this provision shall constitute a material default by RENTER of the terms of this Agreement. A RENTER planning to serve alcohol, during their event, must obtain a VA ABC Banquet License. Payment in full, for the Founders Hall rental, must be made at least (15) days prior to the date of the event. A signed paid-in-full invoice will be provided to the RENTER. The Banquet License application link is: <https://www.abc.virginia.gov/licenses/get-a-license/banquet-licenses>.

The RENTER must submit the signed paid-in-full document with their Banquet License application to obtain the license. Application processing can take a minimum of (12) business days and will be impacted if the signed, paid-in-full invoice is not submitted.

RENTER must forward a copy of the Banquet License to info@founders-hall.com, at least (7) days prior to the start of the event. During the event, the license must be clearly displayed in the bar area. AVFRD reserves the right to cancel the event, without refund of any monies paid, if RENTER fails to provide the copy of the VA ABC Banquet License within the requisite time period. **(See Exhibit B)**

21. **STANDARD OF CARE:** RENTER shall use due care and diligence in his/her use of the Premises and shall ensure that his/her guests and invitees are similarly careful and diligent in their use. At the end of the Rental Period, RENTER shall remove all of RENTER's property and refuse brought upon the Premises and promptly deliver to the AVFRD possession of the Premises, clean and in good condition and in compliance with the conditions and rules set forth on Exhibit A. **(See Exhibit B)**

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22. **RESTORATION OF PROPERTY / REPLACEMENT OF FURNITURE OR EQUIPMENT:** In the event of damage to AVFRD's property caused by the RENTER or RENTER'S family, guests, agents, or vendors, Founders Hall may use all or a portion of the Security/Cleaning Deposit funds to repair, replace or make good of all damages. The RENTER is responsible for any insurance deductibles, permits, and all other fees and costs related to the restoration of the Premises and/or replacement of furniture or equipment. The RENTER shall be responsible for all costs associated with the repair plus an additional 20% administrative fee and general contracting fee. In the event that AVFRD incurs actual costs related to repair and restoration of the Premises, to include replacement of furniture or equipment, AVFRD shall forward copies of the invoices for same to the RENTER and make demand for payment thereon within thirty (30) days. Should RENTER default on the payment thereof, AVFRD shall be entitled to avail itself of all legal remedies to collect such costs. Any unused Security/Cleaning Deposit shall be returned to the RENTER in the same manner it was received within thirty (30) business days from end of rental. **(See Exhibit B)**
23. **INDEMNIFICATION:** RENTER shall indemnify and hold harmless AVFRD, its Board of Directors, officers, agents, members, residents, guests, tenants, from any and all injuries, deaths, damages, causes of actions, claims or obligations, and any consequential and incidental damages, attorneys' fees, expert witness fees or other professionals' fees, or costs arising out of or related to any acts, omissions, negligence or gross negligence or on the part of the RENTER or his/her guests caused during the Rental Period. By using the Premises, RENTER assumes any and all risks inherent to such use. RENTER rents the Premises "as is" and AVFRD makes no representations or warranties regarding the condition of the facility or any furniture, equipment or appliance contained therein. AVFRD shall not be liable to the RENTER or to his/her guests or invitees for any loss or damage suffered during the Rental Period on account of or caused by any defective condition or depreciation of the Premises, or by any structure, furniture, or equipment upon the Premises. RENTER understands and agrees that the AVFRD shall not be liable for any loss, injury or damage caused by known or unknown defects in the Premises and fixtures thereon. Regardless of circumstance or occurrence, any potential or actual monetary liability of AVFRD shall not exceed the amount of the Rental Fee and any associated costs (per Exhibit B) of RENTER's rental of the Premises. In the event that subsequent to the execution of this Agreement by the parties but prior to the Rental Period the Premises for any reason becomes unavailable for RENTER's event, RENTER shall be entitled to a full and prompt refund of the Rental Fee and any other related fees paid by RENTER.
24. **RESPONSIBILITY FOR PERSONAL EQUIPMENT:** RENTER shall be responsible for any and all equipment, supplies, and materials necessary for the use and enjoyment of the Premises for RENTER's event, except for the furnishings and fixtures presently on the Premises. AVFRD assumes no responsibility and specifically disclaims any liability for any loss or damage to the equipment, supplies, and materials belonging to or brought upon the Premises by RENTER, his/her guests, or invitees. **(See Exhibit B)**
25. **RULES AND REGULATIONS:** In his/her use of the Premises, RENTER and his/her guests or invitees shall abide by the terms and conditions of this Agreement.
26. **LIABILITY AND INSURANCE COVERAGE:** RENTER agrees to accept all liability relative to the event including any liability related, in any manner, to the consumption of alcohol by event attendees. **RENTER must provide proof of Event Liability Insurance at least seven (7) days prior to the date of the rental or the reservation will be cancelled**

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without refund of any monies paid. RENTER can obtain event Liability Insurance through The Event Helper: <https://theeventhelper.com/#ZbIu1y>. Further, RENTER agrees to indemnify and hold harmless AVFRD for any damages or action seeking damages as the result of any injuries, death, or damage to any person or property which may occur as the result of any incident arising or resulting from the negligence, actions, omissions, or conduct of the RENTER or any of the Event attendees. AVFRD is not responsible for any lost, stolen, or damaged goods or property. Further, RENTER hereby represents that it has inspected the Premises prior to the Event to assure that the Premises is safe and suitable for the purposes of the RENTER and Event attendees; and, accordingly, RENTER agrees to indemnify and hold harmless AVFRD for any damages or action seeking damages as the result of any injuries, death, or damage to any person or property which may occur as the result of any defect, hazard, or unsafe condition – whether known or unknown to any person at any time – that may exist at any time and for any reason on the Premises.

27. In the event that the Premises shall be damaged by fire, flood, storm, or other cause or event, or, in the sole discretion of AVFRD the Event cannot or should not be held, this Rental Agreement shall be, at AVFRD's sole option, terminated and all payments made hereunder shall be refunded. In addition, RENTER waives and releases AVFRD from any and all direct and consequential damages as a result of AVFRD's inability (or decision) not to fulfill the terms of this Rental Agreement.
28. **AVFRD DUTIES** - AVFRD is responsible for performing the following duties:
- **Availability.** AVFRD shall make the Premises available to the RENTER for the RENTER's exclusive use and enjoyment during the entire term of the Rental Period. AVFRD members, staff, its contractors, or agents have the right to enter the Premises at any time during the Rental Period to inspect the facility or gain access to AVFRD supplies or equipment located on the Premises.
 - **Utilities.** During the Rental Period, AVFRD shall provide and pay for all lights, heat, water, and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. The AVFRD does not, however, guarantee the performance or quality of these utilities and shall not be liable for any interruptions in these services that are beyond AVFRD's control or responsibility.
 - AVFRD shall have no other duties to RENTER or its officers, directors, members, invitees, guests, agents, contractors, or employees.
29. **TERMINATION:** AVFRD has the right and may immediately terminate this Agreement upon any violation of its terms, conditions, or provisions by the RENTER. Upon such termination and the demand to do so by AVFRD, RENTER shall immediately vacate the Premises.
30. **ASSIGNABILITY OF THE AGREEMENT:** This Agreement shall not be assigned for any reason.
31. **WAIVER AND BREACH:** A waiver by AVFRD of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach. In the event that AVFRD is required to file a legal action because of a breach of this Agreement by the RENTER, the RENTER shall be responsible for the costs of the action, including, but not limited to, attorneys' fees, expert witness fees or other professionals' fees, as determined by the court.

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32. **CHOICE OF LAW/JURISDICTION/ATTORNEY FEES:** This document shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law principles. Each party irrevocably consents to the jurisdiction of any state or federal court of competent jurisdiction sitting in Loudoun County (state court) or the Eastern District of Virginia in Alexandria (federal court) within the Commonwealth of Virginia for the resolution of all disputes arising under or respecting this document.
33. **BINDING OBLIGATION OF ENTIRE AGREEMENT, COUNTERPARTS:** This Agreement shall constitute the entire agreement between the parties, and there are no addenda to this Agreement. Variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.
34. **SEVERABILITY:** Should any provision of this agreement be held to be invalid or unenforceable by a court of competent jurisdiction, it shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.
35. **ENTIRE AGREEMENT:** The terms of this Agreement supersede and replace each and every term, condition, requirement, or understanding (whether written or oral) entered into by or between the Parties on or before the date of this Agreement. This Agreement cannot be released, changed, or modified in any manner except by an instrument in writing and executed by both parties.

IN WITNESS WHEREOF, Ashburn Volunteer Fire & Rescue Department ("AVFRD") has caused this Agreement to be executed by its proper officer duly authorized to do so and RENTER has signed, and dates as set forth below.

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EXHIBIT A

Fire Lanes and doors are not to be blocked at any time. Hallways, walkways, or doorways to any emergency exit shall always remain free and clear, there are no exceptions. Parking only in designated areas.

Access to the Facility

An AVFRD member will meet the RENTER or designated representative 15 minutes prior to the start of the Rental Period to perform the pre-rental inspection. Upon completion of the check-in, RENTER will receive keys and access to the facility. The RENTER must be present and provide a government-issued photo ID. If proof of identity cannot be produced by RENTER, access to the facility will not be allowed until such time as a photo ID is presented and RENTER's identity is verified.

Common Area Usage

RENTERs, their guests and (if applicable) contractor(s) have exclusive use of the interior spaces as the Agreement states, except for the exceptions specifically provided herein. There shall be no use of the exterior common areas during the rental, unless otherwise stated in a written agreement executed by both parties.

Set-Up/Decorations

Centerpieces and indoor free-standing decorations are allowed. Wall hangings cannot be hung by tape, nails, screws, or thumbtacks. Absolutely no adhesive of any kind can be applied to any surface to include chairs, tables, walls, floors, or ceiling. Use of glitter and confetti are not allowed. Lit candles are not permitted in Founders Hall.

Fireworks

Legal and illegal fireworks (including sparklers) are prohibited on AVFRD property. RENTERs of the Premises are responsible for enforcing this prohibition as to guests, invitees, and contractors throughout the rental period.

Pets

No pets allowed, other than service animals specifically trained to aid a person with a disability.

Safety & Security

RENTER is responsible for maintaining a safe and secure environment for RENTER's guests, invitees, and contractors during the Rental Period. Failure to do so could result in immediate termination of the rental agreement. In the event of a fire or security alarm, the Loudoun County Sheriff's Department, and/or the Loudoun County Fire Department will be notified. If the alarm is determined to be false and the act of RENTER or his/her guests or invitees, RENTER shall be responsible for any and all penalties and fees associated with the false alarm.

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Clean-up & Breakdown

Clean-up of the facility to include all kitchen items cleaned and returned to their designated places as well as all appliances cleaned. Kitchen floors should be cleaned and free of any trash or food/beverage spills; removal of all trash and disposal in the designated containers; general cleaning; return, stacking and placement of all chairs and tables in the designated space as shown in the diagrams/pictures located in the storage room; turning off all lights and A/V equipment; and securing all doors. No food or drinks are to be left in the freezer, refrigerator, or hall to include kegs in the keg fridge.

No Smoking Facility

Smoking, vaping, and chewing tobacco are not permitted within any portion of the facility. Smoking and vaping are permitted only in the designated area outside the main door of the hall. All smoking materials must be properly disposed of. RENTERS will be charged a fee to fully compensate AVFRD for the cost of any cleanup related to smoking that is required. The standard fee schedule is attached as **Exhibit B**.

Trash

RENTER must dispose of all trash collected in the cans into the dumpster located on the Premise.

Noise

RENTER and his/her guests, invitees, and contractors must adhere to all local noise ordinances. None of the hall doors leading to the outside shall be left in the open position for an extended period of time.

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EXHIBIT B - NON-COMPLIANCE CHARGES

The RENTER shall comply with the terms and conditions of this Agreement. Failure to comply may result in additional RENTER fees being charged to the RENTER. The RENTER agrees to pay all additional fees and charges the AVFRD deems reasonable and necessary. Additional fees may include but are not limited to the following:

Issues	Additional Fees
<ul style="list-style-type: none">● General damage to the facility● Additional or unscheduled cleaning● Additional services	Contractor fees plus 20% administrative fee
<ul style="list-style-type: none">● Fireworks● Smoking and/or vaping indoors.● Outside gathering	\$250.00 minimum
<ul style="list-style-type: none">● Audio/Visual (A/V) missing component(s)	\$200.00
<ul style="list-style-type: none">● Trash not removed from the building.● Outside littering/trash cleanup including dumpster area.	\$100.00 minimum
<ul style="list-style-type: none">● Serving alcohol without the required Virginia ABC License● Serving alcohol to a minor and/or permitting the consumption of alcohol by a minor on the premises	\$500.00 minimum
<ul style="list-style-type: none">● Chairs/tables not stored correctly in closet	\$50.00 minimum
<ul style="list-style-type: none">● Entering Founders Hall prior to the Rental Period	\$500.00
<ul style="list-style-type: none">● Leaving the premises, including both Founders Hall and the parking lot after the rental period.	\$500.00

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