



**Cluster Springs Volunteer Fire Department**  
 P.O. Box 110 Cluster Springs VA, 24535; 434-575-7094

**AGREEMENT FOR USE OF FIRE HALL- 2024/2025**

APPROVED \_\_\_\_\_

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cluster Springs Volunteer Fire Department, Inc., organized and acting under authority of the statutes of the Commonwealth of Virginia and the Code of Ordinances of the County of Halifax, hereinafter known as “Lessor” and

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Herein referred to as “Lessee”.

**WITNESSETH THAT:**

1. Lessor in consideration of the covenants made by Lessee herein, hereby leases to the Lessee for use by said Lessee the designated portion of the Cluster Springs Volunteer Fire Hall, (“Fire Hall”), as more specifically described in Exhibit 1 (the “Premises”) attached hereto, including Lessee’s use of parking lot for Lessee and Lessee’s guests, and only on the date(s) following:

<i>Mark all that apply</i>	<u>Date</u>	<u>Time</u> (building is to be unlocked)	<u>Purpose</u>
			Decorating Only- (additional fee applies)
			Additional Fees

2. **FEES:** Lessor upon payment of reservation fee of \$350.00 for a full day rental, \$200.00 for four (4) hours rental, decorating fee of \$50.00 (if applicable), plus a security deposit of \$200.00 for a full day rental and \$100 for a four (4) hour rental, agrees to permit Lessee to have exclusive use of the space described above. The security deposit is refundable two to four (2 - 4) weeks after the rental date, provided there is no damage done to the facility. The rental fee stated in this agreement is subject to any change that may be imposed by the Cluster Springs Volunteer Fire Department’s Board of Directors, (the “Board”), after your reservation is accepted and before your event takes place.
3. **RESERVATION TERMS:** Your security deposit, along with this signed agreement, is due within ten (10) calendar days after making your reservation. Reservations for the following year may be made on or after the first business day in November of the current year. The balance is due no later than fourteen (14) calendar days prior to your rental date. If

the balance is not received within the allotted time, the Lessor reserves the right to keep your security deposit, automatically forfeit your reservation rights, and re-open the rental date for usage.

4. **DECORATING/SET UP:** The Fire Hall may be rented on the date immediately prior to the scheduled rental date for a maximum of four (4) hours for a fee of \$50.00. This rental is for the purpose of decorating and setting up the agreed event only. Serving alcohol on the agreed decorating date is strictly prohibited (see reservation terms above).
5. **MINIMUM AGE:** You must be at least twenty-one (21) years of age to rent the Fire Hall and provide proper identification (i.e., valid driver's license).
6. **HOURS OF USE:** The facility is available for use at 8:00 a.m., but you **MUST** schedule your arrival with the Lessor. Events must end by midnight and the Fire Hall must be cleared and locked by 12:30 a.m.
7. **FOOD:** The Lessor is not responsible for food or drinks, which are delivered ahead of the scheduled activity or left after the activity.
8. **DECORATIONS:** When decorating, only freestanding decorations can be used. Nothing is to be affixed to the walls, ceiling, windows, doors, etc. Balloons must be tethered to prevent interference with the alarm and air circulation systems. Use of open flame candles, taper candles, confetti, and glitter is strictly prohibited.
9. **CLEANUP:** The Lessee is responsible for cleanup of the Fire Hall, including the removal of decorations. All trash must be bagged and removed from the Fire Hall. The Lessor is not responsible for providing garbage bags.
10. **FURNISHINGS:** The Lessor is not responsible for setting up tables and/or chairs. The Lessee is responsible for all cleanup, including taking down tables and chairs. There are \_\_\_\_\_ folding chairs, \_\_\_\_\_ banquet tables, \_\_\_\_\_ wood banquet tables, and \_\_\_\_\_ serving tables available for the Lessee's use. The Lessee is responsible for any and all damages to the Lessor's tables and chairs resulting from negligence of the Lessee and/or Lessee's guests, including any and all misuse and/or deliberate destruction. All tables should be stacked, and all chairs folded and returned to the far-right corner of the room.
11. **SMOKING:** Smoking is strictly prohibited inside the Fire Hall.
12. **BUILDING CAPACITY:** The number of persons attending any functions shall not exceed the capacity of the building as mandated by the local authority of two hundred fifty (250) persons.
13. **LEGAL:** Lessee will comply with all laws of the United States and the Commonwealth of Virginia and with all ordinances of the County of Halifax, in its said use, and will not permit anything to be done on said premises in violation thereof. The Lessee further agrees to adhere to the attached "Rules and Regulations of the CSVFD Fire Hall". If you, or your guests, violate any of the terms or conditions of this Agreement, the Lessor shall have the right to immediately terminate this Agreement without notice or refund, and the Lessor may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgement based on such claims.
14. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Lessor for approval, a minimum of fourteen (14) calendar days prior to your rental date. No rain checks or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that the Lessor reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of some physical condition. If you violate any of the terms or conditions of this Agreement, the Lessor shall have the right to immediately terminate this Agreement without notice

or refund, and the Lessor may pursue all of its' rights and remedies at law or in inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgement based on such claims.

- 15. **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and/or Lessee's guests and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.
- 16. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Cluster Springs Volunteer Fire Department, Inc., Lessor herein. The Fire Hall is available for rent for wedding receptions, showers, banquets, meetings, and the like. The Lessor reserves the right to refuse rental of this facility.
- 17. **ADMISSION FEES, TICKETS, DONATIONS, ETC.:** No tickets, admission charges, or donations will be allowed at the Fire Hall, unless a written letter is submitted for the Lessor's approval. It is **MANDATORY** that your request is submitted in writing a minimum of thirty (30) calendar days prior to your event. In the event that the Lessee violates this clause, the Lessor shall have the right to immediately terminate this Agreement without notice or refund and the Lessee and Lessee's guests will be required to vacate the premises immediately.
- 18. **NOTICES AND OTHER COMMUNICATIONS:** All notices and other communications from the Lessee to the Lessor relative to this Agreement shall be in writing and addressed to the following:

Cluster Springs Volunteer Fire Department, Inc.  
 Attn: Building Rental  
 P.O. Box 110  
 Cluster Springs, Virginia 24535

All notices and other communications from the Lessor to the Lessee relative to this Agreement shall be in writing and addressed to the Lessee's attention at the following:

Lessee's Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any such notices or communications shall be sent via First Class Mail, postage prepaid, or delivered personally, and any party may change the address at which it is to receive written notice to the other, provided that such address change is provided to the other party in writing.

THIS AGREEMENT, along with the attached "Exhibit 1" and "Rules and Regulations of the CSVFD Fire Hall", is intended by the parties to constitute the entire agreement between the parties and supersedes any and all prior understandings. It may not be amended or modified, except in writing and signed by the party against which enforcement of the change or modification is sought.

IN WITNESS whereof, Cluster Springs Volunteer Fire Department, Inc., as Lessor, and the Lessee named above have caused this agreement to be signed the date and year first above written.

LESSEE: I hereby agree to the above terms and conditions.

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee will be responsible for providing us with the following information upon signing the agreement:

A copy of the Lessee's current driver's license

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ D.O.B. \_\_\_\_\_

Renter's Place of Employment \_\_\_\_\_ Employer's Phone Number \_\_\_\_\_

LESSOR: **Cluster Springs Volunteer Fire Department, Inc.**

By: \_\_\_\_\_

---

Security Deposit Paid \$ \_\_\_\_\_ Receipt Number \_\_\_\_\_ Date \_\_\_\_\_

Received By: \_\_\_\_\_

Rental Fee Paid \$ \_\_\_\_\_ Receipt Number \_\_\_\_\_ Date \_\_\_\_\_

Received By: \_\_\_\_\_

Decorating Fee Paid \$ \_\_\_\_\_ Receipt Number \_\_\_\_\_ Date \_\_\_\_\_

Received By: \_\_\_\_\_

Kitchen Fee Paid \$ \_\_\_\_\_ Receipt Number \_\_\_\_\_ Date \_\_\_\_\_

Received By: \_\_\_\_\_

Security Deposit Returned \$ \_\_\_\_\_ Date \_\_\_\_\_

Signed: \_\_\_\_\_ Received By: \_\_\_\_\_

Reason Not Returned: \_\_\_\_\_