

# **SOUTH RIVER DISTRICT VOLUNTEER FIRE DEPARTMENT**

**P.O. BOX 203  
FAIRFIELD VIRGINIA 24435**

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**SMOKE DETECTORS SAVE LIVES  
[www.southernriverfire.com](http://www.southernriverfire.com)**

## ***Agreement for Use of the South River Meeting Room and Carnival Grounds***

THIS AGREEMENT, is made and entered into this day \_\_\_\_\_ ,  
between South River District Volunteer Fire Department (SRDVFD) and  
\_\_\_\_\_, Licensee.

WHEREAS, the SRDVFD routinely allows various groups and organizations to use its facilities for recognized functions, and the SRDVFD wishes to insure that the parties recognize the limitation of the SRDVFD's liability with regards to matters arising out of the use of its facilities in the course of such functions; and

WHEREAS, the Licensee wishes to hold a function at the SRDVFD meeting room or carnival grounds, which it will promote as a \_\_\_\_\_ to be held \_\_\_\_\_ date and time; and

WHEREAS, the Licensee wishes to confirm that the SRDVFD shall not be liable or responsible for any damages or injuries occurring in, around, or in any way connected with the use of the SRDVFD property and the function to be held there.

NOW THEREFORE the parties agree as follows:

1. Licensee is given access to those areas of the SRDVFD facilities as designed by the SRDVFD, for the purpose of holding its function, in accordance with all rules and regulations set forth by the SRDVFD.
2. In order for this agreement to be binding the Licensee will provide a One hundred dollar (\$100) cash donation or local check that must be submitted seven (7) days in advance of said event. A full refund will be given with 24 hour notice of cancellation. Smoking and candles are prohibited in the building. The use of and/or serving of alcoholic beverages is prohibited in the building or on the property. For insurance purposes, the engine room is **off limits**. Tables and chairs are not to be removed from the building. No tape shall be used on the walls, ceiling, tables or chairs. Children must be supervised at all times, inside and outside. Cleaning and trash removal are the responsibility of Licensee. The premises (outside included) is to be left in an orderly condition. The Licensee will be liable for any damages that occur during the use of the Property and will be billed accordingly.
3. Having been provided with the SRDVFD facilities, the Licensee understands and agrees that all use of the facilities will be in accordance with SRDVFD rules and regulations, and Licensee shall take all necessary and appropriate actions and measures for the safe and proper use of the facility and the conduct of the function.
4. The Licensee agrees that as a condition for its use of the facility, it assumes all risk of such use, and shall defend, indemnify, and save harmless the SRDVFD

against any and all actions, claims, and demands, liabilities, losses, expenses and costs whatsoever related to or arising out of such use of the function.

5. Notwithstanding the promise of Licensee to indemnify the SRDVFD, the SRDVFD may take action it deems necessary or appropriate, in its sole discretion, to protect its interest in connection with any claim that may arise out of the Licensee's function, with the understanding that the Licensee shall be responsible to compensate the SRDVFD for any cost or expense in connection with such event.
6. All notices and other communications under or in connection with this Agreement shall be in writing and addressed as follows:

If to the Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to SRDVFD:

SRDVFD  
P.O. Box 203  
Fairfield, VA. 24435

7. Any such notices or communications shall be sent first class mail, postage prepaid or delivered personally and any party may change the address at which it is to receive notice by written notice to the other.
8. This Agreement is intended by the parties to constitute the agreement between the parties and supersedes any and all prior understandings. It may not be amended or modified, except in writing, signed by the party against which enforcement of the change or modification is sought.

9. This agreement shall be construed in accordance with and governed by the laws of Virginia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date and year first above written.

_____	_____
Licensee	Date
_____	
Phone Number	
_____	_____
SRDVFD Contact	Date

Original: SRVDFD file  
Copy: Licensee  
MCR: October 2009