

# Refuge-Site Host Memorandum of Understanding

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**Between:** Fire Safety Committee (AgniWellCare) and the property host named below

**Purpose:** To document the voluntary, uncompensated use of a property as an emergency refuge area

This Memorandum of Understanding (“MOU”) records a voluntary offer by a property owner to make their property available as a Temporary Fire Refuge Area (TFRA) for the Yogaville community during emergencies. It is drafted to fit within the protection of Virginia Code § 8.01-225(B). It is not a lease, creates no tenancy, and may be withdrawn by the host at any time. It is not legal advice; the host may wish to have it reviewed by their own counsel.

## 1. The parties

**Property host (name):** \_\_\_\_\_

**Property address / location:** \_\_\_\_\_

**Host phone:** \_\_\_\_\_

**Host email:** \_\_\_\_\_

**Sponsoring organization:** AgniWellCare, Inc., a Virginia 501(c)(3), on behalf of the Yogaville Community Fire Safety Committee.

## 2. What the host is offering

The host voluntarily grants a license for the community to use the identified property as an emergency refuge area during a wildfire or other emergency. Check what applies:

- ☐ Outdoor open area (describe): \_\_\_\_\_
- ☐ Structure / building (describe): \_\_\_\_\_
- ☐ Vehicle access and parking for evacuees
- ☐ Water source on site (describe): \_\_\_\_\_
- ☐ Backup power available (describe): \_\_\_\_\_

**Approximate capacity (number of people):** \_\_\_\_\_

## 3. Terms

1. **Voluntary and uncompensated.** The host receives no payment or compensation of any kind. This is essential to the liability protection under Va. Code § 8.01-225(B).
2. **Emergency use only.** The property is offered for use during genuine emergencies, not for routine or non-emergency gatherings.
3. **No guarantee of use.** Designation as a TFRA does not guarantee the site will be used or be safe in any given event; conditions are assessed in real time.
4. **Withdrawal.** The host may withdraw this offer at any time, in writing or by notifying the committee. Withdrawal takes effect immediately except during an active emergency in progress.
5. **Liability.** The parties intend that the host receive the protection of Va. Code § 8.01-225(B), which provides that an owner who voluntarily and without compensation permits the use of premises for emergency shelter is not liable for ordinary negligence. This protection does not extend to gross negligence or willful misconduct.

6. **Site preparation.** Any agreed site-prep or maintenance (signage, defensible space, stored supplies) will be documented separately and performed by the committee with the host's permission.
7. **Term.** This MOU remains in effect until withdrawn, and is reviewed annually.

#### 4. Optional site-prep agreed

- ☐ Emergency Refuge Area signage posted
- ☐ Defensible space maintained around the site
- ☐ Stored supplies (water, first aid, NOAA radio) staged on site
- ☐ Site assessment by VA DOF / county fire marshal completed

**Other:** \_\_\_\_\_

#### 5. Signatures

|                             |       |
|-----------------------------|-------|
| _____                       | _____ |
| Property host signature     | Date  |
| _____                       | _____ |
| AgniWellCare representative | Date  |

*This template is provided for the committee's use and is not a substitute for legal advice. Va. Code § 8.01-225(B) is the operative immunity provision; confirm current text before relying on it.*