

EAST NEW MARKET VOL. FIRE DEPT., INC.

ESTABLISHED 1939
P. O. BOX 280
EAST NEW MARKET, MARYLAND 21631
410-943-3663
www.eastnewmarketvfd.com

"SERVICE TO OTHERS"



MEMBER OF

DORCHESTER COUNTY FIREMEN'S ASSOC.
EASTERN SHORE FIREMEN'S ASSOC.
DEL-MAR-VA FIREMEN'S ASSOC.
MD. STATE FIREMEN'S ASSOC.

East New Market Volunteer Fire Department Inc. Agreement for Use of the Banquet Hall

THIS RENTAL AGREEMENT ("Agreement") is made by and between the East New Market Volunteer Fire Department Inc. (hereinafter referred to as "ENMVFD") and _____ (hereinafter referred to as "Renter").
Renter collectively may be referred to as the "Parties."

The ENMVFD hereby agrees to rent the ENMVFD Banquet Hall located at 4020 East New Market-Hurlock Road, East New Market, MD 21631 on:

Event Date: _____

Between the hours of: _____ a.m./p.m. AND _____ a.m./p.m.

Name of Renter: _____ Phone: _____

Address: _____

Type of Event: _____ Number of Guests: _____

Bar service is requested: YES NO for a fee of \$100 per bartender

**Note: bartenders must be provided by ENMVFD*

The Rental Hold / Security Deposit

In addition to the Rental Fee, the Renter shall pay the ENMVFD an additional charge of **\$250.00** – the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renters intent to rent the hall and cover any damage or loss that may occur to the hall, its contents, or any other part of the ENMVFD. **The hall will not be reserved until the "Rental Hold/Security Deposit" is received.** In addition, the Rental Hold/Security Deposit shall be forfeited if outside alcoholic beverages are introduced into the facility by the renter and/or their guests. Only after the ENMVFD has determined that the hall, its contents, and the ENMVFD building/grounds have been returned to the same condition prior to the rental including but not limited to free of damage arising from or related to the Renter's rental of the hall, if the hall and bathrooms are left in reasonable condition and cleanliness, all property put back (i.e., tables and chairs) will the Rental Hold/Security Deposit be refunded. Any violations will be deducted from the Rental Hold/Security Deposit. Upon demand from the ENMVFD, the Renter shall immediately pay the ENMVFD the total cost to repair any damage in excess of the Rental Hold/Security Deposit.

At no time is the Renter or their guests allowed admittance to restricted/member's only areas. VIOLATION OF THIS CLAUSE IS GROUNDS FOR AUTOMATIC FORFEITURE OF THE RENTAL HOLD/SECURITY DEPOSIT.

ENMVFD charges a \$35.00 fee for all returned checks in addition to any bank fees charged by our bank.

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Maximum Capacity

No more than 360 people shall be permitted in the hall at one time.

Hall Rental Fees

Rental fees are as follows (5 hours):

Sunday thru Thursday

\$550.00

Friday and Saturday

\$1,000.00

Bar Fee

\$100.00 per bartender

**Bartenders to be provided by ENMVFD*

Terms and Conditions

Facilities

During the term of the rental period, as outlined above, the Renter may have the exclusive use and enjoyment of the hall of the ENMVFD including the kitchen, restrooms, tables, chairs, lights, foyer, and audio/visual equipment. Under the terms of this agreement, the Renter is not permitted use of those areas marked as restricted/members only areas (the engine area, offices, or recreation area). The Renter is responsible for set up and take down the tables and chairs. Failure to do so will result in a fee of \$100.00. During the term of the rental period, parking will be made available for the Renter's guests, and the parking lot will not be available to the general public. In ENMVFD's sole discretion however, sufficient parking spaces will be saved for ENMVFD on-duty personnel.

Decorations

The only decorations permitted in the hall are those which may be placed on the floor and/or on the tables. Decorations may be hung from the ceiling only if magnets are used. The Renters shall not hang, tape, or suspend decorations from the walls or door frames within the hall. All items (e.g., rice, bird seed, glitter, confetti) used on the grounds of the hall are the responsibility of the Renter and must be removed from the property by the Renter. Failure to do so will result in a fee of \$100.00.

Post-Rental

All belongings must be removed from the hall immediately following the conclusion of the event. All items must be cleared from the tables (tables must be wiped down if no tablecloths were used), all trash (including the bathrooms) must be bagged and taken to the dumpster behind the building.

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Damage

Any damage to the hall, property and/or assets owned by the ENMVFD is the responsibility of the Renter. If the cost to repair or replace exceeds the Rental Hold/Security Deposit the Renter shall immediately upon demand pay the ENMVFD the balance of the cost to repair or replace.

Use of Hall Kitchen

The Renter is responsible for:

- a. Removing all boxes, food, and trash at the end of the rental period
- b. Clean all counters and surface work areas, including any food spilled in the ovens or refrigerator
- c. Sweep the floor
- d. Remove all dishes, glasses, silver wear, linens, and other material equipment rented by the Renter
- e. **NOT** use of any ENMVFD pots, pans, or cooking utensils
- f. **NOT** use of the deep fryers

Acts Beyond the ENMVFD's Control

In the event that the hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the ENMVFD's fulfillment of the Agreement impossible, then this Agreement shall terminate and the ENMVFD shall pay the renting party the Rental Charge and Rental Hold/Security Deposit. The ENMVFD reserves the right to cancel this contract at any time if, in the event of a disaster declared by Dorchester County or the State of Maryland, the hall is required to be used for the housing of persons as a result of an emergency. The return of the Rental Charge and Rental Hold/Security Deposit shall be the Renter's sole and exclusive remedy for the termination of this Agreement, and the Renter hereby expressly waives any claims for damages or compensation arising from or related to the termination of the Agreement under this paragraph.

Acceptance of Premises

The Renter agrees that it has inspected the hall and its equipment and that the same are in proper condition for the Renter's use during the Rental Period.

Scheduling

The ENMVFD retains the right to schedule other events in the hall both before and after the Rental Period without notice to the Renter.

Advertising

Absent express written consent from the ENMVFD, the Renter shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the hall or the ENMVFD, including ENMVFD's parking lot.

Access to Premises

The ENMVFD reserves for its members, representatives, and agents' free access and right to enter any portion of the hall.

Indemnity

The Renter shall indemnify, defend, and hold harmless the ENMVFD and its officers and members against any and all demands, causes of action, or any other claim of the Renter, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renter's rental of the hall.

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Cancellation

In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renter either (a) breaches any term of this Agreement or (b) cancels, the Rental Hold/Security Deposit shall be forfeited.

Compliance with Laws

The Renters shall comply with all applicable laws and regulations and shall not use or occupy the hall for any unlawful purpose or permit others to occupy the hall for any unlawful purpose. This Agreement shall be governed by the laws of the State of Maryland. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

Alcoholic Beverages

If the Renter intends to serve alcohol at its event, it is the responsibility of the ENMVFD to obtain all necessary licenses and permits required under applicable laws and regulations. All alcohol must be purchased, provided by, and distributed by designated parties of the ENMVFD. All proceeds from alcohol sales are the sole property of the ENMVFD. **The Renter is therefore prohibited from bringing any outside alcohol onto the premises.**

Assignment

The Agreement may not be assigned to or transferred without the express written consent of the ENMVFD.

Entire Understanding

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior Agreements between the Parties, whether verbal or written, regarding the rental of the hall.

Modifications

This Agreement may not be modified or amended except through an express written agreement, signed by the Parties.

Advice of Counsel

Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

Binding Effect

This Agreement is not valid unless signed by the President of the ENMVFD OR the ENMVFD Hall Rental Coordinator. This Agreement shall be binding upon the Parties, their heirs, representatives, or assignees.

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Insurance

The Renter hereby agrees to assume all responsibility for insurance regarding the facility during use under this Agreement, and to assert no claim of coverage under any insurance policy of the ENMVFD during the period of the Rental Agreement.

Covenants

The Renter shall be responsible for any attorney fees and costs incurred by the ENMVFD in enforcing any of the provisions of this Agreement.

The ENMVFD reserves the right to appoint an agent to enter the premises during the period of the Renter's use to remove any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the ENMVFD and/or to prevent any damage or destruction to the premises.

Kitchen Usage

The ENMVFD kitchen includes the use of:

- a. Refrigerator and Freezer
- b. Sinks and Countertops
- c. Stove
- d. Oven
- e. Serving Window
- f. Ice Machine

All kitchen appliances and utensils not listed above are **NOT** included as part of the usage of the kitchen.

Rental Charge for This Agreement:

The total rental charge for this Agreement is: \$ _____

This includes:

\$ _____ Hall Rental Fee

\$ _____ Bar Service (\$100.00 per bartender)

The Rental Charge is payable in full to the ENMVFD via personal check, certified check or money order thirty (30) days in advance of the Rental Period, or if less than thirty (30) days, upon execution of this Agreement.

Signed on the _____ day of _____, 20____

Renter

ENMVFD President **OR** Hall Rental Coordinator

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FOR ENMVFD USE ONLY

Renter's Name: _____ **Phone:** _____

Event Date: _____ **Type:** _____

Additional Contact Information:

E-mail: _____ **Cell/Home Phone:** _____

Deposit Paid: _____ **Form of Payment:** _____ **Date:** _____

Balance Due: _____

Security Deposit:

Date of Inspection: _____ **By:** _____

Amount Returned to Renter: _____ **Date:** _____

Check #: _____