

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"



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 "ENMVFD") and _____ (hereinafter "Renter"). ENMVFD and the 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 _____

Kitchen use requested (please circle one): YES NO for an additional fee of \$100

Cleaning Fee \$100

Bartender service is requested (please circle one): YES NO for a fee of \$50 per bartender

Number of bartenders requested (please circle one): 0 1 2

* 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 **\$200.00** – 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. 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 and grounds are free of damage arising from or related to the Renter's rental of the hall will this, or a portion of this be refunded. Upon demand from the ENMVFD, the Renter shall immediately pay the ENMVFD the cost to repair any damage in excess of the Rental/Hold Security Deposit.

Maximum Capacity

No more than 350 persons shall be permitted in the hall at one time

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Hall Rental Fees

Rental fees as follows (5 hours)
Sunday thru Thursday

\$300.00

Extra hours - \$75 each

Friday thru Saturday

\$600.00

Extra hours - \$75 each

Kitchen Rental Fee

\$100.00 (see below for details and inclusions)

Cleaning Fee-\$100

Bartender Fee

\$50.00 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 restrooms, tables, chairs, lights, foyer, and audio/visual equipment. Under the terms of this agreement, the Renter is not permitted use of the engine area, offices, recreation area, or kitchen (unless agreed upon by both Parties).

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 or on the tables. The Renters shall not hang, tape, or suspend decorations from the walls, ceilings, or door frames within the hall. All items (rice, bird seed, glitter, confetti, etc.) used on the grounds of the hall are the responsibility of the Renter and must be removed from the property by the Renter.

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 and all trash must be bagged and taken to the dumpster behind the building.

Damage

The Renter is responsible, and upon demand, shall pay the ENMVFD for any and all damage to the hall that arises from or is related to the Renter's use of the hall. This includes, but is not limited to, damage to restrooms, tables, chairs, or any other property or asset owned by the ENMVFD. **Tables and chairs are not to be drug across the floor.**

Use of Hall Kitchen

If the Renter chooses to rent the hall kitchen, they shall:

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

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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 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 housing of persons as a result of an emergency. The return of the Rental Charge and 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 this 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 the 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.

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 as liquidated damages.

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

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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 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 assigns.

Insurance

The Renter hereby agrees to assume all responsibility for insurance respecting the facility during use under the 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. Any sums of money owed by the Renter pursuant to the terms of this Agreement or which may be owed as a result of a breach of any of the terms hereof shall be treated as harassment against ENMVFD.

The ENMVFD reserves the right to appoint an agent to enter the premises during the period of the Renter's use to eject 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 of the premises.

Kitchen Rental

The rental of the ENMVFD hall kitchen includes the use of

- a. Refrigerator and Freezer
- b. Sinks and countertops
- c. Stove
- d. Oven
- e. Serving Window

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All kitchen appliances and utensils not listed above are *not* included as part of the hall kitchen rental agreement.

Rental Charge for This Agreement

The total rental charge for this agreement shall be \$ _____

This includes:

\$ _____ Hall Rental Fee + \$75.00 per hour x _____ hours = _____ total hall rental fee

\$ _____ Kitchen Rental Fee

\$ 100 _____ Cleaning Fee ***Mandatory**

\$ 50.00 per bartender(s) = _____ Bartender Fee

The Rental Charge is payable in full to the ENMVFD via 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 the _____ day of _____, 20__

Renter

ENMVFD President or Hall Rental Coordinator

For ENMVFD Use Only

Renter's Name: _____ Phone: _____

Event Date: _____ Type: _____

Additional Contact Info:

E-mail _____

Cell / Home Phone _____

Deposit Paid: _____ Form: _____ Date: _____

Balance Due: _____

Security Deposit

Date of inspection: _____ By: _____

Amount returned to Renter: _____ Date: _____

Check #: _____