



HURLOCK VOLUNTEER FIRE Co.

INCORPORATED 1924



Phone: 410-943-3110

300 Charles Street • PO Box 178
Hurlock, Maryland 21643

Fax: 410-943-4355

MEMBER OF
MD. STATE FIREMEN'S ASSN.
DEL-MAR-VA ASSN.

OUR MOTTO
SERVICE
FOR ALL

Agreement for Rental/Use of the Hall

Date of this Agreement: _____

THIS **LEASE AGREEMENT** ("Agreement") is made by and between the Hurlock Volunteer Fire Company Inc. (hereinafter "HVFC") and _____ (hereinafter "LESSEE"). HVFC and the Lessee collectively may be referred to as the "Parties".

The HVFC hereby agrees to lease the HVFC Hall located at 300 Charles Street, Hurlock, MD 21643 on:

Person or Name of Organization: _____ (Lessee)

Lessee's address: _____

Lessee's Phone Number: _____

Contact Person and Phone # (if different): _____

Rental Date: _____ Time: _____

Type and description of Event: _____

The Total sum for the aforementioned event to the HVFC will be as follows:

\$350.00 –Hall rental only, this includes a \$100.00 refundable "Rental Hold/Security Deposit" (See below)

\$400.00 – Hall rental, with use of the Kitchen, this includes a \$100.00 refundable "Rental Hold/Security Deposit"

All rental payment must be made in full at least 48 hours in advance of the event, with the building not being assigned until payment in full is made.

HVFC charges a \$50.00 fee for all returned check in addition to any bank fees charged by our bank.

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.

The Rental Hold / Security Deposit

In addition to the Rental Fee, the Renter shall pay the HVFC an additional charge of \$100.00 – 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 HVFC . In event the reservation is cancelled by the Lessee(s) without 30 days written notice the “Rental Hold/Security Deposit” shall be retained by the HVFC. In addition, the Rental Hold/Security Deposit shall be forfeited if the following conditions are not met: Floors swept, Removal of all Decorations, Spills cleaned up, Lights of, no property damage, heat/air thermostat set per instructions, garbage taken out and clean bags placed in cans, table tops washed, doors shut, furniture repositioned and kitchen clean if used. Only after the HVFC has determined that the hall, its contents, and the HVFC building and grounds are free of damage arising from or related to the rental of the hall will this, or a portion of this be refunded. Upon demand from the HVFC, the Renter shall immediately pay the HVFC the cost to repair any damage in excess of the Rental/Hold Security Deposit. Please contact the HVFC member listed below prior to leaving the facility to schedule a “Rental Hold/Security Deposit” Inspection and to insure the facility is properly secured.

NOTE: At no time is the Lessee allowed admittance to restricted/member’s only areas. VIOLATION OF THIS CLAUSE IS GROUNDS FOR AUTOMATIC FORFEITURE OF SECURITY DEPOSIT.

Maximum Capacity: 120 people (This is strictly enforced)

Once the event is held and the remaining clauses of this agreement have been in the reasonable opinion of the HVFC, properly executed the deposit amount will be applied to any outstanding portion of the rental sum or returned as overpayment within 30 days by the HVFC. The following person(s) should be contacted if problems arrive prior to or during the event.

HVFC contact: Name: _____ **Phone:** _____

HVFC contact for “Rental Hold/Security Deposit” Inspection: Administrative Office HVFC 410-943-3110

Security Deposit will be mailed after the event is completed and inspection is completed by a HVFC Trustee/Member. Please contact the number above with concerns regarding your security deposit.

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 HVFC during the period of the Rental Agreement. **If a Certificate of Insurance is not provide, a Hold Harmless Agreement will need to be signed.**

Covenants

The Renter shall be responsible for any attorney fees and costs incurred by the HVFC 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 HVFC.

The HVFC 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 HVFC and /or to prevent any damage or destruction of the premises.

Acts Beyond the HVFC'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 HVFC's fulfillment of the Agreement impossible, then this Agreement shall terminate, and the HVFC shall pay the renting party the Rental Charge and Security Deposit. The HVFC 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.

Event Restrictions:

No illegal activities or drugs, No firearms, No taping, nailing, or thumb tacking of decorations or signs to any wall, door, or ceiling. No smoking inside of the building. The premises shall be used for the type of event listed above and for no other purposes. The lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible manner, and safe manner, Hurlock Volunteer Fire Company retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or act with dangerous behavior or who are in violation of any other clause of the rental contract.

No events shall be held that charges an admission or cover charge, collect funds or fundraises with out prior authorization and approval of the HVFC prior to the Event.

Initial _____

In consideration of the leasing of the premises to the undersigned, the undersigned hereby release Hurlock Volunteer Fire Company, its officers, directors, members from any and all suits, actions, compensation, consequential and punitive damages, and all property damage, personal injuries, illness, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the Lessee. The undersigned hereby agrees to indemnify, defend and hold harmless Hurlock Volunteer Fire Company against any such claims brought by any person or entity. **Alcoholic beverage policy will be strictly enforced** and requires company approval prior authorization and approval of the HVFC prior to the Event. (See below and initial acknowledgement)

**HURLOCK VOLUNTEER FIRE COMPANY INC.
LIQUOR POLICY RULES AND REGULATIONS**

VIOLATION OF THIS CLAUSE IS GROUNDS FOR AUTOMATIC FORFEITURE OF SECURITY DEPOSIT.

The purpose of this policy is to set forth the position of Hurlock Volunteer Fire Company With regard to alcohol consumption.

A No beer, wines or liquors be allowed in the fire house at any time unless authorized at a regular meeting for a special event, and no member or their guest(s) shall appear in the fire house in a state of intoxication.

Our position is that if one chooses to drink alcohol at social events one should be guided by maturity, restraint, and regard for the wellbeing of others.

1. No individual under the age of 21 permitted to purchase or consume alcoholic beverages on these premises.

2. Any individual under the age of 21 seen purchasing or consuming alcoholic beverages will be removed from the premises and the proper authorities will be notified.

- 3. Proof of age will be required of any guest utilizing the facilities and property of Hurlock Volunteer Fire Company
- 4. It is the policy of the Hurlock Volunteer Fire Company to discontinue an event if we believe individuals are becoming intoxicated or unruly. Law enforcement will be contacted if necessary.
- 5. Any individual who chooses to consume alcohol is strongly encouraged to refrain from driving and to designate a driver who has not been drinking as his or her only source of transportation.

The above-mentioned rules and regulations have been formulated for the safety of our guests utilizing our facility and our community.

I, _____, acknowledge I have read the above LIQUOR POLICY RULES AND REGULATIONS.

_____ I request a waiver to allow Alcohol/Liquor consumption at my event. I will be notified if this request is approved.

_____ I do not request a waiver to allow Alcohol/Liquor consumption at my event.

Initial _____

Please be sure to read this agreement in its entirety. Hurlock Volunteer Fire Company, Inc. reserves the right to cancel a Hall Rental Agreement at any time, for any reason, at their sole discretion.

Initial _____

AS WITNESS, the hand and seal of the Parties the day and year first set forth above in this Agreement.

Name of Lessee(s) PRINT _____

Signature of Lessee(s) _____ Date: _____

Hurlock Volunteer Fire Company, PRINT MEMBER NAME By: _____

Signature of HVFC _____ Date: _____

Addendums: _____

Initials of Parties acknowledging Addendums: _____

Check list for Clean Up:

Hall Clean Up

- a. Floors swept
- b. Removal of all Decorations
- c. Spills cleaned up
- d. Lights off
- e. no property damage
- f. heat/air thermostat set per instructions,
- g. garbage taken out and clean bags placed in cans
- h. table tops washed
- i. doors shut
- j. furniture repositioned

Kitchen Clean Up

- 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.

For use of HVFC:

Alcohol Waiver Requested _____ Approved: _____

Fundraising Event Requested: _____ Approved: _____

Security Deposit Rec'd Amount: \$ _____

Date: _____

Rental Fee Rec'd Amount \$ _____

Date: _____

Amount returned to Renter: _____

Date: _____

Check #: _____

Hold Harmless Agreement
(Required if no Certificate of Insurance is Provided)

This Hold Harmless Agreement ("Agreement") is made effective on _____ by and between HURLOCK VOLUNTEER FIRE COMPANY, INC., of 300 CHARLES STREET, HURLOCK, Maryland 21643 and

_____ (LESSEE), Of _____

HURLOCK VOLUNTEER FIRE COMPANY, INC. and the LESSEE

are sometimes individually referred to as "Party" and collectively referred to as "Parties. "

WHEREAS, the Lessee desires to use HURLOCK VOLUNTEER FIRE COMPANY , INC.'s property located at 300 CHARLES STREET, HURLOCK, Maryland 21643 ("Property") Hall Rental, see Contract attached hereto and made a part of; and

WHEREAS, in exchange for making the Property available to for such purposes, desires to hold harmless HURLOCK VOLUNTEER FIRE COMPANY, INC. from any claims and/or litigation arising out of the Lessee's use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, HURLOCK VOLUNTEER FIRE COMPANY, INC. and the Lessee hereby agree as follows:

Hold Harmless: The Lessee shall fully defend, indemnify, and hold harmless HURLOCK VOLUNTEER FIRE COMPANY, INC. from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or Imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of , its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and Includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to HURLOCK VOLUNTEER FIRE COMPANY, INC. for all legal fees, expenses, and costs Incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party Amendment and Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition, No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection With this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

Entire Agreement: This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties relating to such matters.

Enforceability, Severability, and Reformation: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The Intent of the Parties is to provide as broad an indemnification as possible under Maryland law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Maryland law.

Applicable Law: This Agreement shall be governed exclusively by the laws of Maryland, without regard to conflict of law provisions.

Exclusive Venue and Jurisdiction: Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Maryland. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue.

Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal Of any lawsuit that they bring in any other jurisdiction or venue.

Signatures: This Agreement shall be signed on behalf of HURLOCK VOLUNTEER FIRE COMPANY,

INC. by _____, Authorized Member of Hurlock Volunteer Fire Co, INC., and on behalf of Lessee by _____ effective as of the date first written above.

Name of Lessee(s) PRINT _____

Signature of Lessee(s) _____ Date: _____

Hurlock Volunteer Fire Company, PRINT MEMBER NAME By: _____

Signature of HVFC _____ Date: _____