

Effective 02/05/2018

The Odessa Fire Company, Inc.
304 Main St
Odessa, DE 19730
(302) 378-8929

Thank you for choosing the Odessa Fire Company for your special event!

Banquet Hall Rental

Weekend rates – Friday thru Sunday

\$1,000 for five (5) hours when using the Odessa Ladies Auxiliary a preferred caterer or non-catered events.

\$1,200 for five (5) hours using any other caterer.

****additional hours at \$200 per hour**

Weekday or weeknight rates – Monday thru Thursday

\$200 for three (3) hours when using the Odessa Ladies Auxiliary a preferred caterer or non-catered events.

\$300 for three (3) hours when using any other caterer.

****additional hours at \$100 per hour**

Kitchen Use Fee - A \$300.00 non-refundable Kitchen Use Fee is required when using a caterer.

Deposit – A non-refundable deposit of 50% of the Hall rental rate is required to hold the Banquet Hall for your desired date upon signing the contract.

Guidelines – Upon signing the rental contract for the Odessa Fire Company Memorial Hall you consent that:

- No food can be served in the Hall unless it is purchased from the Ladies Auxiliary or a licensed caterer. Proof of the caterer's business license and liability insurance is required.
- You are responsible for any and all stolen or damaged articles
- No smoking is permitted in the building
- Decorations are not permitted to be hung on the walls
- No Confetti or Small Particles are to be thrown on the hall floor or placed on tables
- Favors, personal centerpieces, floral arrangements and place cards must be delivered the morning of your event

Payment – The balance of your bill, the final count is due two (2) week prior to your event, payable by credit card, personal check or money order. Payment by credit card is subject to a 3% service fee.

Seating – The Hall capacity is 240 people with 10 people to a table. If renters wish to have 8 people per table this reduces the number of people to 192.

Linens – The Odessa Fire Company will charge \$15.00 per white table cloth with Napkins per table, additional charge for colors, if available.

CATERING OPTIONS

Odessa Ladies Auxiliary

Preferred Caterers:	Bachetti Brothers Cantwell Tavern Sherm's Catering
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Any other outside Caterers that you would like to have must provide a copy of \$1 million liability insurance policy AND a copy of their current Delaware Business License, Two (2) weeks prior to event.

HALL CONTRACT

The Odessa Fire Company, Inc. owns & operates the Odessa Memorial Hall hereafter known as the lessor and _____ hereafter known as the lessee agree and understand the following:

1. The Lessee is renting the Odessa Memorial Hall from the Odessa Fire Company. For the sole purpose of a _____ on _____ from _____ a.m./p.m. to _____ a.m./p.m. **NON REFUNDABLE 50% deposit of the hall rental rate must be made to secure the Odessa Memorial Hall.** INITIALS _____
2. The Lessee is responsible for and must make full payment on any or all damages and/or theft, incurred to the building or equipment on the premises of the Odessa Fire Company caused by persons attending the functions. INITIALS _____
3. No food can be served in the Hall unless it is purchased from the Ladies Auxiliary or a licensed caterer. Proof of the caterer's business license and liability insurance is required. INITIALS _____
4. If this contract has been brought about by means of false information the Lessor, at is discretion may cancel this contract. INITIALS _____
5. Lessee cannot sublet the hall or sell tickets for personal profit. INITIALS _____
6. Lessee cannot use the name Odessa Fire Company or the Odessa Memorial Hall in any advertising or printed material, or to use words which would indicate the Lessor sponsors or endorses the event except to state location of event. INITIALS _____
7. The Lessee understands, that if the hall becomes unusable for reasons beyond the lessors control, such as, but not limited to fire, flood, or regional power failures the liability of the lessor shall be the return of the deposit or to reschedule the event at the earliest date available. INITIALS _____
8. The Lessee understands, that the primary function of the Odessa Fire Company is to provide emergency services to the public and that in the event of a National, State or local emergency it may be necessary to use the hall as part of that service. Therefore, if the hall is placed in service for such emergency this contract is null and void and all deposits pertaining to the contract will be returned to the lessee. Arrangements may be made to reschedule the hall. INITIALS _____
9. The Lessee understands that they must purchase all beverages from the lessor, as it is unlawful to bring alcoholic beverages on the premises. Please keep in mind that our Bartenders are volunteers. INITIALS _____

Billing

Hall Rental Details:

Final payment can be made by cash, credit card, check, or money order. Credit card payment is subject to a 3% service Fee.

Caterer (If applicable): _____

Hall Rental Fee: _____

Additional Hours: _____

Kitchen Use Fee (If applicable): _____

Final number of attendees: _____

Number of Tables Required: _____

Table Linens (optional): _____

Grand Total: _____

Deposit Amount: _____

Deposit Received Date: _____

Credit Card Service Fee (If Applicable): _____

Final Payment Amount: _____

Final Payment Due Date: _____

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IN SIGNING THIS CONTRACT. THE LESSEE AGREES THAT THEY HAVE READ AND FULLY UNDERSTAND THE CONTRACT.

Signature
2nd Vice President, Odessa Fire Company
Lessor

Signature
Lessee

Robert T Foraker II, 2nd Vice President, OFC
Robert T. Foraker, II

Printed Name

Date

Alternate Contact

Lessee Address

Alternate Contact Address

Lessee Address

Alternate Contact Address

Lessee City, State, Zip

Alternate Contact City, State, Zip

Lessee Phone

Alternate Contact Phone

Lessee Alternate Phone

Alternate Contact Email

Lessee Email

The Odessa Fire Company, Inc.

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made as of DATE by and between The Odessa Fire Company, Inc., as the person or entity receiving indemnity (hereinafter referred to as the "Lessee"), located at 304 Main St, Odessa, Delaware 19730, and INSERT NAME HERE, as the person or entity bound to provide and/or protect the Lessee (hereinafter referred to as the "Lessor"), of ,STREET, CITY, STATE & ZIP and at times the Lessee or Lessor may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, the Lessor desires and wishes to hold harmless and indemnify the Lessee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the Odessa Memorial Hall immediately before, during, or after the Lessor's event of DESCRIBE THE EVENT, as a proximate result of the acts or omissions of the Lessee, its agents, successors and assigns or arising out of the operation or actions of the Lessee upon or about the Odessa Memorial Hall immediately before, during, or after the Lessor's event of DESCRIBE EVENT, except when such liability may result from the sole negligence of the Lessee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Lessor for damages arising out of incidents for which the Lessee herein agrees to hold Lessor harmless, then and in that event the Lessor shall notify Lessee of such claim and Lessee shall have the right to settle, compromise, and/or defend the same.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

ENTIRE AGREEMENT

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Delaware applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Delaware shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Delaware. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Delaware.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

The Odessa Fire Company, Inc.

Robert T. Foraker, II, 2nd Vice President

(Date Signed)

Lessor

(Date Signed)