

FERNDAL VOLUNTEER FIRE COMPANY, INC.

4 BROADVIEW BOULEVARD SOUTH

GLEN BURNIE, MARYLAND 21061

BANQUET HALL RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made between the **FERNDAL VOLUNTEER FIRE COMPANY, INC.** (hereinafter referred to as the "Company"),

and _____ (hereinafter referred to as the "Renter").

Subject to the following terms and conditions, the Company hereby grants to Renter the exclusive use and enjoyment of that portion of the Company's premises at 4 Broadview Blvd., South, Glen Burnie, MD 21061 known as the Banquet Hall, to include the kitchen and bathroom facilities adjacent thereto, and the Renter hereby agrees to rent that hall and facilities.

Type of Event To Be Held: _____ **Number Of Guests:** _____

Renter's Address: _____

Phone 1: _____ **Phone 2:** _____ **Email:** _____

If the Renter is an entity, the name of the individual acting as an authorized representative of the entity is

and the representative's address is: _____

Representative's: Phone 1: _____ **Email:** _____

1. Rental Period.

The date for the Renter’s use of the Banquet Hall is: _____

The Renter’s event start time shall be: _____

The event end time shall be: _____

The Renter shall be allowed two hours immediately prior to the event start time to set up and one hour immediately after the event end time to reset the premises as required and to completely vacate, except that if the event end time is 12:00 A.M. (midnight), the Renter shall be allowed only a half hour to reset and vacate the premises.

2. Rental Fees and Deposits.

As set forth below, the Total Rental Fee for the designated period is:

_____ Dollars \$ _____

BASIC RENTAL CHARGE \$ _____

EXTENDED HOURS CHARGE (as applicable, at \$100.00 per hour) \$ _____

ADDITIONAL CHARGE (for the following services:
_____ \$ _____

TOTAL RENTAL CHARGES \$ _____

CONFIRMATION DEPOSIT (minimum of \$100.00) \$ _____

REMAINING BALANCE ON RENTAL CHARGES \$ _____

SECURITY DEPOSIT \$ _____

The Confirmation Deposit is due at the time that the Renter submits a proposed Rental Agreement. The confirmation deposit becomes non-refundable sixty (60) days prior to the event. The full remaining rental balance and the Security Deposit must be received by the Company at least thirty (30) days prior to the date of the event. All payments must be submitted by PayPal, check or money orders made payable to the Ferndale Volunteer Fire Company. The Company shall have the right to void this Agreement upon the Renter’s failure to submit any payment within the time required.

3. Security Deposit.

The Security Deposit is due from the Renter in addition to the rental fees. It shall serve to cover any unpaid fee and any damage or loss to the Banquet Hall or the Company's premises caused by the Renter, including any guest, invitee, attendee, employee, or representative of the Renter, or by any person interacting with any such person on the Company's premises. If the security deposit is not paid by PayPal it can be paid by check or money order with a self-addressed and stamped envelope included.

Unless otherwise forfeited under the terms of this Agreement, the Security Deposit Fee, less any amount withheld for unpaid fees and/or damages and losses shall be returned to the Renter, without interest, by PayPal or first class mail within ten (10) business days following the scheduled event.

4. Cancellation by Renter.

If the Renter provides the Company written notice of cancellation at least sixty (60) days prior to the scheduled event, the Company shall return the full amount of the fees advanced by the Renter. The Company also shall return all of the fees in the event that the Renter is unable to proceed with the event because the State of Maryland has directed its citizens to stay off the roads on the event date because of hazardous road conditions due to extreme weather or flooding. In any other circumstances in which the Renter cancels its reservation, the Company shall be entitled to retain all of the funds advanced by the Renter.

5. Occupancy Limits/Fire Safety Restrictions.

The Company currently provides tables and chairs for 156 people. The occupancy capacity of the Banquet Hall is 178 when the tables and chairs are set up and 381 when they are not set up.

The Renter may not exceed these limits at any time. In no event may the Renter block off, obstruct or cover either of the hall's two emergency exits.

6. Alcoholic Beverages.

Except as may be permitted under a One-Day License issued by the Board of License Commissioners of Anne Arundel County, no alcoholic beverage may be served, provided, or consumed at the Renter's event. If any such license is desired by the Renter, the Renter shall be solely responsible for applying for it in the manner required by the Board and within the strict time requirements of the Board. Only certain applicants will qualify for such a license and the Company makes no representation as to which renters may, or may not, qualify. A copy of the license must be delivered to the Company at least ten (10) days prior to the scheduled event. The Renter shall be solely responsible for the behavior and actions of all attendees affected by the consumption of alcoholic beverages at the Renter's event and hereby releases the Company, its officers, and members from any liability relating to any such behavior or actions.

7. Tables and Chairs.

In most, but not in all, instances, tables and chairs are setup in the Banquet Hall for the Company's Bingo Night and are available for the Renter's use. If the tables and chairs are already set up, the Renter may use them in place or rearrange them for the Renter's purposes. Tables and chairs not needed by the Renter may be stacked by the Renter in the storage space provided at the entrance to the Banquet Hall. Prior to vacating, the Renter is responsible for resetting the tables and chairs as they were situated prior to the event.

8. Kitchen Use.

The Renter shall have the use of the kitchen that is adjacent to the Banquet Hall, and the equipment and appliances situated in the kitchen, except that the grill, deep fryer, and freezer may not be used unless otherwise agreed to in writing by the Company. The Renter understands that the kitchen is not stocked with cookware or cooking utensils and that these items must be provided by the Renter, as needed. The Renter also understands that the Company will not provide any dishware, glassware, or flatware and that these items also must be provided by the Renter, as needed.

9. Renter's Compliance with Rules and Regulations.

Attached hereto and expressly made part of this Rental Agreement are Rules and Regulations pertaining to the Renter's use of the Banquet Hall. The Renter agrees to comply with these Rules and Regulations and further agrees that a violation of them would constitute a breach of this Rental Agreement.

10. Company's Access to Premises.

The Company reserves the rights of its officers, members, representatives, agents and employees of free access and entry to the rental premises during the period of the Renter's occupancy.

11. Personal Injury and Property Damage or Loss.

The Renter shall be responsible for any personal injury and any property loss or damage sustained during or as a result of the Renter's event and hereby releases the Company, its officers and members from any liability relating to any such occurrence.

The Renter shall be responsible for all damages and/or loss caused to the Banquet Hall, its furnishings and equipment, and to any other property of the Company, caused by the Renter, including any guest, invitee, attendee, employee, or representative of the Renter, or by any person interacting with any such person on the Company's premises.

The Company shall not be responsible for any personal injury sustained during or as a result of the Renter's event nor for any loss of or damage to personal property occurring at or as a result of the Renter's event.

12. Indemnification and Hold Harmless.

The Renter hereby agrees to indemnify and hold the Company, its officers, and members harmless from any liability and cost relating to any injury to any person or damage to or loss of any property caused or contributed to by the Renter or by any guest, invitee, attendee, employee, or representative of the Renter while on the Company's premises or relating in any way to the Renter's event at the Company's Banquet Hall, or otherwise arising out of the Renter's rental of the Banquet Hall.

13. Holdover Provisions.

If the Renter or any guest, invitee, or representative remains on the rental premises beyond the designated period to vacate, the Renter shall be subject to an additional charge of One Hundred Dollars (\$100.00) for each hour or any portion of an hour. The provision for these charges may not be taken as permission for the Renter to extend the period of the Renter's occupancy and regardless of the Renter's offer or willingness to pay an additional fee, no such permission is given. The Company reserves all rights to remove persons remaining on the premises beyond the period specified herein and to claim actual damages and costs, including court costs and attorney's fees, caused by any unauthorized extension of occupancy of the premises.

14. Non-Availability of Hall.

In the event that the Banquet Hall or any part thereof is damaged or destroyed by fire or by any other event, or if any casualty or other unforeseen occurrence shall render the Company's fulfillment of this Agreement impossible, then this Agreement shall be voided. In such an event, the Company shall return to the Renter all funds that it received from the Renter, including any payment on the rental fee and the Security Deposit. If the Company fails to provide the Banquet Hall to the Renter under any other circumstances under the terms of this Agreement, the Renter's sole and exclusive remedy shall be limited to the return to the Renter of all funds received from the Renter and either the Renter's actual damages or twice the amount of the rental fee, whichever is less. Except as provided under these provisions, the Renter hereby expressly waives any claims for damages or compensation arising from or related to the Company's failure to provide the Banquet Hall.

15. Change of Event; Assignment and Subleasing.

Unless express written permission is obtained from the Company, the Renter may not change the type of event designated herein, nor transfer or assign any of its rights under this Agreement or sublease any portion of the premises subject to this Agreement. Unless otherwise expressly provided by the Company, any right to assignment or to sublease provided shall not relieve the Renter from its full liability under this Agreement.

16. Violations of Agreement by Attendee; Violations of Law.

The Company, by its officers, members, representatives, and/or contractors shall have the right to cancel this Agreement and/or terminate the Renter's occupancy in the event of a violation of this Agreement, including the Rules and Regulations attached hereto, or of a violation of any county, state, or federal law by any attendee at the Renter's event. In the event of such a cancellation or termination for cause, the Company shall be entitled to retain all funds paid by the Renter, including the security deposit.

17. Miscellaneous Provisions.

(A) This Rental Agreement shall be governed by the laws of the State of Maryland. The parties agree that upon any dispute relating to this Agreement, jurisdiction and venue shall lie exclusively in the appropriate trial Court in Anne Arundel County, Maryland. In the event that any court of competent jurisdiction enters a final order determining that any provision of this Rental Agreement is unenforceable, all other provisions of this Agreement shall survive and continue in full force and effect.

(B) This Agreement, including the attached Rules and Regulations, contains the entire understanding of the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

AS AFFIRMED BY THEIR SIGNATURES SET FORTH BELOW, THE PARTIES

AGREE TO THE FOREGOING TERMS OF THIS BANQUET HALL RENTAL AGREEMENT.

RENTER:

Signature of Renter or of Renter's Representative

Date

Printed Name

and, if applicable, Name of Organization

FERNDAL VOLUNTEER FIRE COMPANY, INC.

Authorized Representative

Date

RULES AND REGULATIONS OF THE FERNDALE VOLUNTEER FIRE COMPANY, INC.

(Pertaining to the Rental of its Banquet Hall)

The following Rules and Regulations have been adopted by the Ferndale Volunteer Fire Company, Inc. (the Company) and are incorporated in and made part of its Banquet Hall Rental Agreement.

1. Parking of attendee's vehicles at a renter's event is permitted only in the prescribed spaces.
2. An attendee at a renter's event may not access any of the Company's operations areas or equipment.
3. The Banquet Hall is a smoke-free environment and the attendees at a renter's event are not permitted to smoke anywhere within the premises, including the adjacent kitchen and bathroom. An attendee is permitted to smoke at the two designated smoking areas outside each exit. It is the responsibility of the renter to ensure that all butts are placed in the cigarette receptacles at both smoking areas.
4. Nails, screws, tacks, staples and tape or other adhesives may not be affixed to the ceiling grid, walls, or light fixtures of the Banquet Hall. Only non-flammable and non-hazardous materials may be used for decorations.
5. Use of sparkles, glitter, sand, rice, confetti and similar substances are not permitted in or outside of the Banquet Hall.
6. Amplified music, voices or presentations must be kept within the Hall. Noise levels outside the building are to be kept within those permitted under the Anne Arundel County Code and are the responsibility of the renter. Live bands are not permitted.
7. Candles are permitted at a renter's event; however, they must be enclosed in glass globes. Sterno cans are also permitted, but they must be suspended in a wire rack and not placed directly on the table. Hot plates must be placed on a noncombustible surface.
8. A renter may use a barbecue grill outside of the Banquet Hall, however, the grill must be kept at least twenty-five (25) feet away from the building and the renter is responsible for cleaning up and safely disposing of the charcoal ash, grease, and food scraps.
9. Prior to vacating the premises, a renter shall reset the tables and chairs as required under the Rental Agreement, remove all decorations installed by the renter, clean up any spills, sweep the floor as needed, and empty all trash into the dumpster provided outside of the Banquet Hall. The renter also shall leave the kitchen in a clean and orderly manner, as it was found.
10. If the service of alcoholic beverages is permitted under a license issued to a renter of the Banquet Hall by the Board of License Commissioners of Anne Arundel County, the renter shall be solely responsible for the service and consumption of alcoholic beverages during the renter's event. In this regard, the renter shall ensure that anyone who consumes alcohol at the renter's event does so responsibly.
11. In no event shall the renter serve any alcoholic beverage to any person under 21 years of age on the rental premises and in no event shall the renter permit or acquiesce to the consumption of any alcoholic beverage by any such person on the rental premises.
12. Beer kegs may not be placed in the refrigerator, which is provided for a renter's use in the kitchen. If a renter wishes to use kegs, they must be placed and remain in tubs, with towels wrapped around them to avoid drippage that could cause a slipping hazard.
13. Unless written consent is given by the Company, a renter may not distribute or permit to be distributed any advertising materials in or about the Banquet Hall or anywhere on the Company's premises.

Renter's Initials _____