

Middlesex Township Volunteer Fire Company

Marshall Hall Rental Contract

Hall Rental Rates:

- Hall Rental (6 hours max, including setup/teardown): \$500
 - Extra Time (10 Hour Max): \$50/per hour
 - Wake (4 hours max): \$250
 - Damage Deposit: \$150
 - Late Departure Fee: \$100
- Night Before Setup (if available): \$100

Lessee: _____

Date: _____

Disclaimer:

Damage deposit is due at the time of booking. This check will be held and not cashed unless there is damage or cancellation less than 14 days prior to the event. Hall rental fee is due 30 days prior to the event. If the hall is not ready for final inspection at the end of the agreed rental time, a \$100 charge will be applied and is due immediately.

The Middlesex Township Volunteer Fire Company, hereinafter referred to as the LESSOR, hereby agrees to rent the Marshall Social Hall to _____, being represented in the agreement by _____, hereafter referred to as the LESSEE. LESSOR agrees to include its parking facility, banquet hall, kitchen, and restrooms to the LESSEE on _____ from _____ to _____.

SECTION I – CHARGES

The LESSEE agrees to pay at the signing of this agreement the sum of \$_____ as a deposit for the rental of the LESSOR's hall area. Not less than thirty (30) days before the day of the scheduled event, the LESSEE agrees to pay the balance of \$_____. The LESSOR agrees to return the LESSEE's damage deposit within thirty (30) days following the above rental date, less any incurred damage costs set forth by SECTION II and SECTION III.

Please make all checks payable to Middlesex Township Volunteer Fire Company.

Damage Deposit	Amount \$ _____	Date Paid: _____
Rental Deposit	Amount \$ _____	Date Paid: _____
Balance Check	Amount \$ _____	Date Paid: _____

SECTION II – DAMAGES

The LESSEE shall not attach any objects (i.e. decorations, audio/visual items, etc.) to the LESSOR's walls and/or ceilings by any means (i.e. no staples, nails, duct tape). The LESSEE agrees to compensate the LESSOR for any property damage caused by the LESSEE and his/her parties for the actual cost of any required repairs and/or replacements necessary to return the LESSOR's property to the initial pre-rental condition. Any property damage shall be conducted from, but not limited to, the LESSEE's damage deposit. Additional fees required for further damage shall be made payable to the LESSOR within thirty (30) days of the occurring damage. LESSEE shall be subject to any additional costs and expenses of the LESSOR required to legally pursue collection of said damages including, but not limited to, loss of income for hall rental during the time the Marshall Social Hall is unable to be used as a result of damages occurring to the hall during this rental. Collection costs include cost of prosecution, filing costs, reasonable attorney's fees and 5 % interest/month on any outstanding monies owed to the LESSOR for damages to the hall.

SECTION III – CANCELLATIONS

- Cancellation by the LESSOR:
This agreement shall become null and void if said premises are not available on the above date(s) due to circumstances beyond the control of the LESSOR. Said

circumstances shall include, but are not limited to: unforeseen damages to the hall by another rental party; vandalism; fire, and other acts of God, nature or uninvited parties; or local/national emergencies. In the event the aforementioned events occur and the premises become unable to occupy, the LESSOR agrees to return all sums or deposits held on behalf of the LESSEE. The LESSOR shall not be liable for any further damages or losses caused by the unavailability of their hall due to any unforeseeable circumstances.

- **Cancellation by the LESSEE:**

Should the LESSEE find it necessary to cancel the agreement, notice must be given to the LESSOR no less than _____ days prior to the scheduled event. Given said notice, the LESSOR agrees to return only half of the deposit paid. If any additional costs have been paid in advance, the remaining balance shall be refunded to the LESSEE within thirty (30) days of the LESSOR's notice of cancellation. Should the LESSEE otherwise fail to occupy the premises on the above date(s) for any reason, the LESSEE shall forfeit all sums paid in advance.

SECTION IV – HOUSE RULES

- All entertainment must conclude no later than 10:00 PM, and the hall must be fully vacated by 11:00 PM.
- The LESSEE shall ensure the use of the hall complies with all ordinances of the Township of Middlesex and all laws of the Commonwealth of Pennsylvania. The use or distribution of alcoholic beverages must comply with all laws and regulations of the Pennsylvania Liquor Control Board. The LESSEE and their designated representative, who must be present at all times during the rental, shall be solely responsible for compliance. The LESSEE shall review and comply with the attached Alcohol Policy (Attachment "A").
- In consideration of the rental of the premises, the LESSEE hereby releases the Middlesex Township Volunteer Fire Company, its officers, members, and employees (collectively, the LESSOR) from all claims, suits, actions, or damages—including consequential and punitive damages—arising from any occurrence, accident, property damage, personal injury, illness, or death connected to the use or occupancy of the premises.
- The LESSEE agrees to indemnify, defend, and hold harmless the LESSOR from any claims brought by any party arising out of or related to this agreement.
- The LESSOR shall not be held responsible for any damage or loss to the personal property of the LESSEE or their guests, including vehicles on the premises, whether before, during, or after the rental period.
- No chairs or tables may be removed from the hall. All chairs must be returned to the designated storage room. Tables must be covered with plastic linen or plastic

coverings (54" x 108" or 60" round). Chair dollies must be used for moving chairs and tables must be carried, not slid across the floor.

- Glass bottles of any kind are strictly prohibited.
- Smoking is prohibited inside the building, including the use of electronic cigarettes and vaping devices. The LESSEE shall be fully responsible for enforcing this policy. Any smoking will forfeit the entire damage deposit.
- The use or throwing of confetti of any kind inside the building is strictly prohibited.
- No vehicles shall block garage doors, entrances, or exits. Parking is prohibited in any area marked as "No Parking." Vehicles in violation will be towed at the LESSEE's expense.
- The LESSOR reserves the right to inspect the premises at any time during the event and may immediately terminate all activities in the event of an emergency or non-compliance with the agreement. Such actions may be taken by any officer or custodian representing the LESSOR.
- No kitchen utensils, including but not limited to pots, pans, trays, coffee pots, and knives, may be removed from the premises. The LESSEE shall be financially responsible for any lost, damaged, or broken kitchen items.
- The LESSEE must obtain a Certificate of Liability Insurance from their food caterer. This insurance must provide at least \$500,000.00 in liability coverage per occurrence and in the aggregate.
- All property belonging to the LESSEE must be removed from the premises immediately after the event. Any property left behind will become property of the LESSOR, unless alternative arrangements are made in advance.
- The LESSEE is responsible for clearing all tables, bagging all trash, and depositing it into the dumpster located outside the hall.
- The LESSOR is not responsible for any articles that are lost, stolen, or left behind in or around the facility following the rental.
- No one is permitted to enter the Middlesex Township Volunteer Fire Company truck garage under any circumstances.

SECTION V – MISCELLANEOUS

a. If any Commonwealth or Federal court determines that any portion of this agreement violates applicable law, the remaining provisions shall remain valid, enforceable, and in full effect under the laws of the Commonwealth of Pennsylvania.

b. This rental agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that jurisdiction and venue for any legal action arising from this agreement shall lie exclusively in the appropriate trial court of Butler County or the Township of Middlesex, or if applicable, in the United

States District Court for that jurisdiction.

c. In the event that a court of competent jurisdiction renders any provision of this agreement unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

In signing this agreement, I hereby acknowledge that I have read and understand the terms and conditions of this agreement and agree to comply with all provisions throughout the rental and use of the hall on the dates specified herein. I further acknowledge that I intend to be legally bound by the conditions and promises contained within this agreement. I further acknowledge that Middlesex Township VFC utilizes cameras and records all events.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Rental Officer

Name: _____

Signature: _____

Date: _____

Lessee

Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Alcohol Policy

The purpose of this policy is to set forth the position of the Middlesex Township Volunteer Fire Company regarding alcohol consumption. Our position is that if one chooses to drink alcohol at social events, one should be guided by maturity, restraint and regard for the well-being of others.

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

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

Proof of age will be required of any guest utilizing our social hall.

At the discretion of the Middlesex Township Volunteer Fire Company, a uniformed security guard approved by the LESSOR may be required to be in attendance throughout the event, depending upon size, type, etc. of the event.

It is the policy of the Middlesex Township Volunteer Fire Company to discontinue an event if we believe individuals are becoming intoxicated or unruly. Law enforcement will be contacted if necessary.

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/her only source of transportation.

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

I agree with the above stated liquor policy rules and regulations.

LESSEE: _____ DATE: _____