

LOWER SWATARA VOLUNTEER FIRE DEPARTMENT (LSVFD)
BANQUET HALL RENTAL AGREEMENT
hallrental@lowerswatarafire.com

I. Tenant Information.

 Renter's Name (must be at least 18 years of age) ("Renter")

Address	City	State	Zip Code
---------	------	-------	----------

 Telephone (cell) _____ (home)

 Email

 Company/Organization (if applicable)

 Additional Contact in case of Emergencies

II. Rental Information.

 Date of Rental ("Event") _____
 Function Description

_____ am/pm _____ am/pm **("Event Hours")**
 Event Start Event End

 Estimated Number of Attendees (Max. 200 subject to LSVFD Approval)

Will alcohol be present at this function: _____ Yes _____ No
 (If Yes, Renter must be at least 21 years of age)

III. Rental Packages.

- 1. Business Rental..... \$100.00/hour

2. Personal Rental

- A. Up to 100 Guests for Four (4) hours.....\$300.00
- B. 101-200 Guests for Four (4) hours\$400.00
- C. Full Day Rental (8 am to 11 pm).....\$900.00

3. Event Options:

- A. Use of Fountain Soda Machine
 - a. Up to 100 Guests.....\$100.00
 - b. 101-200 Guests.....\$200.00
- B. Cleaning Fee (LSVFD Cleans Hall).....\$200.00
- C. Audio / Visual Equipment (Surround, Projector, etc.,\$100.00
- D. Full use of Kitchen by Licensed Caterer (copy of license and liability insurance certificate required)\$200.00

Rental Fee:	\$ _____	(1/2 of rental fee due at signing)*
Damage & Liability Deposit:	\$ <u>300.00</u>	
Soda Fountain:	\$ _____	
Cleaning Fee	\$ _____	
Audio / Visual Fee	\$ _____	
Licensed Caterer Fee	\$ _____	
Total:	\$ _____	

* Deposit due at Signing: \$ _____ Received: _____

Balance due not less than 30 days prior to Event: \$ _____ Date Paid: _____

There will be a \$50.00 fee assessed for all returned checks

All requests for cancellation must be provided to LSVFD in writing at the email address provided on this Agreement.

Full Refund of Fees	Cancellation 91 Days or more prior to event
50% Refund of Fees	Cancellation 61-90 Days prior to event
0% Refund of Fees	Cancellation within 60-days of the event

**LOWER SWATARA VOLUNTEER FIRE DEPARTMENT CONTACT:
hallrental@lowerswatarafire.com**

RENTER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND AGREES TO ALL OF THE TERMS CONTAINED HEREIN, WITH THE UNDERSTANDING THAT ANY BREACH OF THIS AGREEMENT FORFEITS RENTER'S DEPOSIT.

RENTER:

LSVFD:

By:

LOWER SWATARA VOLUNTEER FIRE DEPARTMENT BANQUET HALL RENTAL TERMS

This Agreement is entered into between Renter identified above and Lower Swatara Volunteer Fire Department (“LSVFD”). The Renter agrees to be solely liable for any amounts owed pursuant to this Agreement and to be legally bound in accordance with all other terms of this Agreement as set forth below:

1. License. By this Agreement, LSVFD grants Renter a nonexclusive limited license to occupy the Facility on the designated event date during the designated hours. Renter will be provided access to the banquet hall, restrooms, parking, and trash receptacles (collectively, the “Facility”). Renter understands the premises is an operational fire station and in the event of a call, the Event may be disrupted by sirens, emergency personnel, trucks, and the like. By executing this Agreement, Renter understands that it will not be entitled to a refund or other discount of any sums paid in the event of a disruption.

2. Facility Rules. The Renter hereby agrees to abide by the following rules and regulations governing the rental of the Facility:

- a. The Renter agrees that the use of the hall shall be strictly in accordance with the ordinances of Lower Swatara Township and other laws of the Commonwealth of Pennsylvania. The use of, or dispensing of, alcoholic beverages shall be in accordance with the laws and rules governed by the Pennsylvania Liquor Control Board.
- b. The observance of all rules, regulations, and laws shall be the sole responsibility of the Renter who shall remain at the Facility at all times during the Event.
- c. Renter shall not attach any objects (i.e. decorations, audio/visual items, etc.) to the LSVFD’s walls, floors, stage, and/or ceilings by any means.
- d. No chairs and/or tables shall be taken out of the Facility. All tables must be wiped down at the end of the Event.
- e. Renter will be responsible for clearing, cleaning of all tables and chairs and placing garbage in the appropriate receptacles provided (Trash in large container, cardboard in small container).
- f. No glass bottles of any type may be carried or used outside.
- g. A mop, broom and cleaning wipes are available for use in cleanup.
- h. No smoking shall be permitted within the building whatsoever.
- i. All confetti must be cleaned up and discarded.
- j. NO PERSONS ARE PERMITTED IN APPARATUS ROOM unless accompanied by a member of the department.
- k. Renter shall supervise the conduct of all children.
- l. No persons other than licensed caterer personnel are permitted in the kitchen for any reason.
- m. No persons shall block the garage doors or entrances/exits. There shall be no parking on the side or front of the building marked “firefighter parking only.” LSVFD shall tow such vehicles at the Renter’s expense.
- n. Use of open flame items such as steno cans, candles, smoke, or mist machines used by DJ’s, etc., are NOT PERMITTED IN THE HALL unless approved by a member of the LSVFD.

- o. LSVFD has the right to inspect the Facility and premises during the Event and to immediately stop all activities in the event of an emergency or failure of Renter to comply with all terms and conditions of this Agreement.
- p. All property of the Renter, its agents and guests, shall be removed from the Facility immediately after the Event unless approved by a member. Any property left, will become property of the LSVFD.
- q. No individual under the age of 21 is permitted to purchase or consume alcoholic beverages on these premises.
- r. Any individual under the age of 21 seen purchasing or consuming alcoholic beverages will be removed from the premises with the proper authorities notified.
- s. Proof of age, upon request, will be required of any guest utilizing the Facility.
- t. LSVFD reserves the right to discontinue an event if individuals are becoming intoxicated or unruly. Law enforcement will be contacted if necessary.
- u. No flammable materials are allowed on premises, such as straw or hay bales, or other such materials. Renter shall not have on or around the Facility, anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire in or around the Facility, or that might be considered hazardous.
- v. Pathways to emergency exit doors must be free and clear at all times. Main hallways and stairs are to be free and clear of all tables, chairs, or other obstructions. Doorways will not be blocked or operation and pathway hindered in any way. Failure to maintain clear pathways will result in loss of Security Deposit.

3. Initial Deposit and Fees: The Initial Deposit is the charge for the LSVFD reserving the date of the Event for Renter. In the event of a cancellation less than 30 days prior to the Event, LSVFD is entitled to retain the Initial Deposit in full. Failure of Renter to remit the remainder of the Rental Fee prior to the 30-day deadline to pay the remainder in advance of the Event will result in an automatic cancellation entitling LSVFD to retain all Rental Fees paid at the time of cancellation and notify Renter of said termination of this Agreement. In the event of Renter's cancellation based on cancellation timing noted in this agreement, LSVFD will return all fees paid within 30 business days of receiving Renter's notice of cancellation. **All requests for cancellation must be provided to LSVFD in writing at the email address provided on the first page of this Agreement.**

4. Rent. The total Rental Fee is due and payable, and Security Deposit are due and payable not less than 30 calendar days prior to the Event. Additional services are outlined in the payment schedule portion of this Agreement, and their associated fees collectively become defined as rent if selected by Renter as part of this Agreement.

5. Damage and Liability Deposit. Upon execution of this Rental Agreement, Renter shall remit \$300.00 to be deposited in LSVFD's general funds and held by LSVFD as a Damage and Liability Deposit for the performance by Renter of the terms of this Agreement. Renter is not entitled to interest that may accrue while LSVFD holds the Damage and Liability Deposit. This Deposit is collected in addition to the Rental Fee and other itemized fees set forth herein. In the event of damage to the Facility and/or LSVFD's property caused by the Renter or Renter's family, guests, agents or visitors, LSVFD may use all or a portion of the Damage and Liability Deposit funds to

repair or replace all damage or property. This Deposit may also be used to pay LSVFD should Renter's event exceed allotted time as set forth in this Agreement. This Deposit may also be used to compensate LSVFD at a rate of \$40 per man-hour (minimum of \$80) should Renter fail to remove trash and/or adequately clean at the end of the Event. The Renter remains liable for all damages exceeding the amount of the Security Deposit.

LSVFD will refund the Security Deposit to Renter, less any charges or reimbursements due LSVFD as a result of damage caused by Renter's occupancy of the Facility or additional fees incurred by LSVFD resulting from Renter's use of the Facility, within 30 calendar days from the first business day following the Event via United States Postal Service first class mail or Renter pickup.

6. Facility Damage. Renter agrees to compensate the LSVFD for any property damage caused during the Event, or during set up or clean up, for the actual cost of any required repairs and/or replacements necessary to return the LSVFD's property to the initial pre-rental condition. If damages amount to, but not limited to, property damage, theft, loss, accident, LSVFD's loss of revenue, or extra cleaning of the Facility both inside and outside, the Security Deposit will be forfeited in part or whole. If the Security Deposit is insufficient to fully offset for damages, Renter will be billed for damages not covered by the Security Deposit at "replacement value" or applicable rates defined herein and will be due upon receipt.

7. Event Hours. Full day rentals will be allotted 4 consecutive hours for set-up the evening before the start of the Event. LSVFD and Renter will schedule a mutually convenient time for set-up. Hourly rentals will not be provided a time for set up prior to the Event outside of the hours rented. If Renter exceeds the Event Hours for any reason, additional fees will be deducted from the Security Deposit at a rate of \$100.00 per extended hour with no prorations for partial hours. Renter shall vacate the Facility at the end of the Event Hours and return possession to LSVFD with the Facility in substantially the same condition as prior to the Event.

8. Term. LSVFD's property must be vacated by 11:00 p.m., without exception. Rental time on Saturday and Sunday begins after 8:00 am. Exceptions can be agreed to in advance by the LSVFD).

9. Use of Premises. Renter understands and agrees that the Facility may only be used for the purpose set forth in this Agreement and at the date and times designated by this Agreement. By executing this Agreement, Renter agrees to be responsible for the proper use and care of the Facility and any of LSVFD's property thereon, and to be liable for the replacement cost of any LSVFD property which is damaged, destroyed or lost. Renter further agrees to clean up and restore the Facility at the end of the Term as permitted in this Agreement and to restore the Facility to the same condition in which it was provided.

10. Assumption of Risk. Renter occupies the Facility at its own risk and understands that the Facility may not be supervised and that the Landowner does not provide medical services. RENTER VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO ITS USE OF THE FACILITY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

11. Indemnification. Renter hereby agrees to defend, indemnify and hold harmless LSVFD from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Renter's use of the Facility or an individual's attendance of the Event.

12. Responsibility for Personal Property. Renter acknowledges and agrees to be fully and solely responsible for any property and personal belongings brought onto the Premises and that LSVFD will not be responsible for or provide any security for property and personal belongings brought to the Facility by reason of the Event.

13. Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, LSVFD shall be entitled to recover from the Renter all fees, costs and expenses of collection or enforcing any right under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of its attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.

14. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in the Court of Common Pleas in and for Dauphin County, Pennsylvania.

15. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

16. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND FOR MYSELF OR THE PARTY/ORGANIZATION I REPRESENT.

RENTER:

Name:

Date: _____

Acknowledged by LSVFD

Name

Date: _____