

TOWN BANK VOL. FIRE CO.



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08204

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P.O. Box 796 North Cape May NJ,

HALL RENTAL AGREEMENT

This Hall Rental Agreement is made between the Town Bank Volunteer Fire Company, Inc. (**TBVFC**), as Landlord, and

(Print Name of Renter) _____ as Renter (**RENTER**),
for rental of premises located at 224 Towns Bank Road, Lower Township (North Cape May) New Jersey, comprising of three rooms
(multipurpose room a/k/a hall, main lobby and kitchen)(**the PREMISES**).

In consideration of the mutual promises expressed in the Agreement, the parties agree as follows:

1. **DATE & TIME OF RENTAL.** Renter shall have use of the premises on _____, 20____ during the hours listed on page 2 of this agreement, subject to the terms and conditions set forth in this agreement.
2. **BASIC RENTAL FEE.** Renter shall pay to TBVFC a basic rental fee as calculated on page 2 of this agreement.
3. **Security Deposit.** Renter agrees to deposit \$400.00 with TBVFC as security for the full and faithful performances by Renter of the terms and conditions of this Agreement. This deposit, due upon execution of this agreement, will be maintained by TBVFC in a non-interest bearing account, and will be returned to the Renter, if return is due, at the first regularly scheduled TBVFC business meeting following the renter event.
4. **Advance Access to Premises.** For purposes of setting up and decorating the premises, the premises will be accessible to Renter for a five (5) hour period on the day before, or of the day of the rental event. If additional time is requested by Renter and subject to availability and reasonable approval by TBVFC, Renter shall pay \$50.00 for each additional hour.
5. **TBVFC Coordinating Member.** Within 14 days of the rental event (or a shorter time period if the Agreement is executed within 14 days of the event).TBVFC shall appoint one of its members as Coordinating Member for the rental event. The Coordinating Member shall be present at the scheduled event, and Renter agrees to abide by all reasonable directions of the Coordinating Member with respect to use of the premises.
6. **Permitted Use.** Renter shall use the premises for a lawfully conducted social event and for no other purpose. It is specifically understood and agreed by Renter that a maximum of 250 people shall be allowed on or about the premises during the rental event. Renter shall not use the premises, or permit them to be used, in any manner that is illegal or results in waste of the premises or that constitutes a nuisance. Renter shall be fully responsible and liable for the acts and conduct of its agents and guests and any other person in or about the premises with the Renter's permission.
7. **Use of Common Areas.** During the hours of its rental, Renter may use the adjacent parking lots and the other common areas (restrooms, lobby and walkways) in and about the premises. Renter agrees to us such common areas in a reasonable, orderly and sanitary manner.
8. **Use of Kitchen/Kitchen Fee.** Events are to be catered by a professional caterer, which shall be identified by Renter within 7 days of the rental date. If Renter proposes to use the kitchen facilities without the services of a professional caterer, it must so inform TBVFC at the time this Agreement is executed and it must pay an additional \$100.00 for such use. Renter agrees to follow all reasonable instructions regarding utilization of kitchen equipment.
9. **Clean-Up.** General clean-up will be performed by TBVFC. Renter however is responsible for cleaning the kitchen and all kitchen equipment.
10. **Renter Responsible for Damage to Property.** If the premises are damaged or destroyed as a result of Renter's actions, omissions or negligence, then Renter shall, at the option of TBVFC, bear all costs for labor and materials incurred in connection with the repair, restoration and /or rebuilding of the premises to a condition substantially the same as existed before the damage or destruction. Renter's obligations to restore the premises shall not apply to any damage or destruction caused by the negligent or intentional act or omission of TBVFC.
11. **No Insurance on Belongings.** TBVFC carries no insurance covering loss to any belongings of Renter, Renter's agents or quests or other invitees whether located inside or outside of the premises. Renter has total responsibility for securing insurance protection against such loss.
12. **No Assignment.** Renter may not assign, or otherwise transfer its rights, interest or obligations under this Contract without the written consent of TBVFC. In the event that TBVFC consents in writing to an assignment or other transfer, the assignee or transferee must assume all, of Renter's obligations, and Renter shall nevertheless remain liable for every obligation expressed in this Agreement. TBVFC's consent under this section will not be arbitrarily or unreasonably withheld.
13. **Force Majeure.** Neither Renter nor TBVFC shall be required to perform under this Agreement if performance is delayed or prevented by force majeure, which shall include acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of TBVFC, or Renter, and which by exercise of due diligence TBVFC or Renter is unable, wholly or in part, to prevent or overcome.
14. **Hold Harmless Clause.** Renter agrees to be indemnify and hold TBVFC and the Board of Fire Commissioners of Fire District No. 2, Lower Township (Commissioners), a primary governmental entity (titled owner of the premises), harmless against any and all claims, demands, damages, costs and expenses, including any negligence imputed to TBVFC and/or Commissioners and including reasonable attorney's fees for the defense of such claims and demands, arising from Renter's use of the premises, or from any act or negligence of Renter, its agents or its guests or invitees on or about the premises in case of any action or

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proceeding brought against TBVFC by reason of any such claim, Renter agrees to defend the action or proceeding by counsel acceptable to TBVFC.

- 15. **Attorney's Fees and Costs.** If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement.
- 16. **Amendment.** This contract constitutes the entire agreement between TBVFC and Renter. No amendments, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement.
- 17. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, it shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been included.
- 18. **New Jersey Law to Apply.** This agreement shall be construed under, and in accordance with, the law of the State of New Jersey, and all obligations of the parties created by this Contract are performable in Cape May County, New Jersey

Estimated Number of Attendees _____

Start Time of the Event _____ Ending Time of the Event _____

Message to be placed on the outside sign _____

Caterer's Name _____ Phone Number _____

Caterer's Address _____

Security Deposit of \$400.00 Received ___/___/___ Cash Check – Check Number _____

50% of the Security Deposit will be forfeited to TBVFC if cancellation is made within 30 days of the scheduled rental event.

Rental Fee Calculation

Basic Rental Fee of \$700.00 for rental of the premises, which is a maximum of four (4) hours for the event \$ _____

Weekday Rental Fee of \$500.00 for rental of the premises between Sunday and Thursday, which is a maximum of four (4) hours for the event and an occupancy of 100 or less. \$ _____

Kitchen Fee of 100.00 \$ _____

Additional Hours Fee is \$100.00 for every hour beyond the initial (basic) four (4) hours. There is a five (5) hours maximum if the event involves alcoholic beverages. **(Renter Initial here)** _____ \$ _____

Renter acknowledges receipt of a copy of the Rental Policy & Procedures of the Town Bank Volunteer Fire Co. and herewith agrees to comply with them. **(Renter Initial here)** _____

Rental Fee Received ___/___/___ Amount of Rental Fee \$ _____ Cash Check – Check Number _____

Agreed to terms and conditions set forth herein:

Date: _____ Renter: (Print and Sign) _____

Address _____

Phone Number: _____ Cell Phone Number: _____

Date: _____ **Town Bank Volunteer Fire Company, Inc.**

TBVFC HALL RENTAL CHAIR _____