EARL TOWNSHIP VOLUNTEER FIRE COMPANY NO. 1 Hall Rental Agreement

For the rental of the Earl Township Volunteer Fire Company No. 1 Social Hall, this agreement is between the Earl Township Volunteer Fire Company No. 1 (hereinafter referred to as "Lessor") and

Name:	Phone:	
Address:	City:	
State:	Zip Code:	

Herein referred to as "Lessee".

WITNESS THAT:

 RENTAL: Lessor, in consideration of the covenants made by Lessee herein, hereby leases to Lessee, for use by said Lessee, the Earl Township Volunteer Fire Company No. 1 Social Hall, including use of parking lot for Lessee's guests (excluding designated areas), and only on the following date/s and times. (Hall <u>MUST</u> be vacated by 11:30 p.m.)

Date of Rental: _____ Start Time: _____ End Time: _____

(Note: Hall Rental Agreement Time Limit is six (6) Hours; anything over six (6) Hours is \$25.00 per Hour)

FEES: Lessor, upon receipt of <u>Rental Fee of \$200.00</u>, plus a Security Deposit of \$100.00, agrees to permit Lessee use of the space described above. The Security Deposit is refundable 4-6 weeks after the rental date, provided there is no damage noted to facility post event. The Rental Fee stated in this Agreement is subject to change deemed necessary by the Lessor after Agreement is accepted and before the event takes place. (\$300.00 Total)

Check Number:

Amount Paid: _____

(Note: All fees shall be paid in advance of one (1) month, before date of Rental)

Date Paid:

- 3. **MINIMUM AGE:** You must be minimum twenty-one (21) years of age to enter into this Agreement. Proper identification must be provided, upon request, at any time during the term of the agreement (i.e. valid PA Driver's License).
- 4. CLEANUP: The Lessee is responsible for cleanup and restoration of the facility (including but not limited to hall and parking lot) to it's pre-leased state. All trash must be bagged and deposited as directed by Lessor. If the facility is not cleaned and returned to it's pre-leased state, the Lessee will be billed time and materials and the amount will be deducted from Lessee's Security Deposit. If cleanup fees are above and beyond the Lessee's Security Deposit, the additional charges become the responsibility of, and are immediately due of, the Lessee.
- 5. **DAMAGES:** The Lessee is responsible for any damages (i.e. building, table, chairs....etc.). If damages are noted, the Lessee will be billed time and materials and the amount will be deducted from Lessee's Security Deposit. If damage is above and beyond the Lessee's Security Deposit, the additional charges become the responsibility of, and are immediately due of, the Lessee.
- 6. **SMOKE MACHINES and PETS:** Smoke Machines are <u>strictly prohibited</u> inside the Social Hall. (WILL SETOFF FIRE ALARM). Pets/animals are prohibited on/in any area of the premises, with the exception of Service Animals.
- 7. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the Lessor of <u>150 persons</u>.
- 8. LEGAL: Lessee will comply with all laws of the United States and the State of Pa., and with all ordinances of Earl Township, Berks County, Pa., for its said use, and will not permit anything to be done on said premises in violation thereof. If Lessee violates any of the Terms and Conditions of this Agreement, Lessor retains the right to terminate this Agreement, or Event, without notice or refund, and Lessor may exercise all legal rights or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor, or any of it's members, agents or employees, harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising from Lessee's said use of these premises and to indemnify and hold said Lessor, or any of it's members, agents or employees, harmless from and against any judgment based on any such claims.
- 9.
 - PERSONAL PROPERTY: Lessor assumes <u>no responsibility</u> for any property placed in or on said premises by Lessee and/or Lessee's guests and Lessor, or any of it's members, agents or employees, is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.

Lessor Signature	Date	Lessee Signature		Date
	******** FOR OFFICE	USE ONLY ******	***	
Reimbursement Amount:	Explanation:			
Reimb. Approved By:		Check #:		
Name:		Address:		
City:	State:		Zip:	

EARL TOWNSHIP VOLUNTEER FIRE COMPANY NO. 1 Hold Harmless Agreement

I wish to use the facility owned and/or maintained by the Earl Township Volunteer Fire Company No. 1, henceforth referred to as ETVFC, for the purpose of:

I understand that I will be charged a fee for use, and that, in consideration for use the facility, ETVFC expects that I will be legally responsible for all that may occur relative to my activities, and that I will further hold ETVFC, or any of it's members, agents or employees, harmless for all claims of any type that might result from my activities.

Specifically, I understand:

- 1. ETVFC does not supervise my activities or the facilities in any fashion including the service of alcohol. I certify that all activities will be in full compliance with any local, state, and federal laws and regulations.
- 2. I cannot rely upon ETVFC for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to utilize the facility, ETVFC is also making no assurances whatsoever that no harm will come to me, my invitees, or my guests either by my activities, or by the facility itself. I am fully responsible to ensure that the facility is adequate to engage in my activities. This will be my sole responsibility.
- 3. I understand that activity that I will engage in and the risks associated with the activity, ETVFC provides me with no information in this regard, and that in the event that I am not able to hold the activity safely, I will refrain from any activities. This will be my sole responsibility.
- 4. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless ETVFC or any of it's members, agents or employees for any harm that may come to me, my fellow members, invitees or guests as a result, direct or indirect, of the activities, or as a result of the facilities, but in consideration of the use of the facility, I further agree to defend indemnify, and hold harmless ETVFC or any of it's members, agents or employees, my invitees, or guests for any claims, including those resulting from alleged acts of negligence on any of their part.
- 5. It is my knowing intention to provide ETVFC, and any of their members, agents or employees the broadest protection against lawsuits that are available.

I have read the above information, agree to it, and have had an opportunity to ask any questions I have. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of that agreement on behalf of the organization, and the organization's members.

Lessor Signature Date	Lessee Signature	Date