

Northern York County Fire Rescue & EMS 109 South Baltimore Street Dillsburg, PA 17019 **107 South Baltimore Street** Franklintown, PA 17323 Phone: 717-432-3281

Hall Rental Contract

This agreement is entered into this _____ day of _____, ____ between Northern York County Fire Rescue & EMS Inc., a nonprofit organization doing business under the laws of the Commonwealth of Pennsylvania, hereafter known as the "Company," and _____ (name of renter) hereafter known as the "Renter."

Renter's Address: _____ Phone:

Whereas "Renter" desires to rent the use of premises and specific equipment situated at Northern York County Fire Rescue and EMS, "Renter" and the "Company" are in agreement to be legally bound as follows:

1. EXPLANATION OF PREMISES AREAS

- a. Hall is defined as the area located on the south side of the Northern York County Fire Rescue & EMS Inc. facility.
- b. Kitchen rental reflects an additional charge for use of rental refrigerator/freezer, stove, ovens, microwave and sinks. Rentals do not include paper products, pots, pans, utensils, fryers, electric warming ovens, coffee machine and other miscellaneous items unless otherwise specified.

2. PAYMENT RATES

a. Renter agrees to pay the sum of \$200 (1/2 day) or \$350 (full day) for use of the Hall as defined above. Rental time includes set-up and cleanup activities. Friday and Saturday hours of use shall not exceed 1:00 AM. Sunday through Thursday hours of use shall not exceed 11:00 PM.

RENTAL: ¹/₂ Day (\$200.00) Full Day (\$350.00)

b. Renter agrees to pay the sum of \$100 for use of kitchen facilities as defined above.

KITCHEN: NO / YES: ____(\$100)

c. Renter agrees to pay the sum of \$50 for pre-event activities the evening prior to specified rental date. This use will be based on availability and will be no more than fourteen (14) days prior to said rental.

PRE-EVENT RESERVATION: NO /YES: (\$50) Date/Time Needed:

3. PAYMENT OF FEES (Checks payable to "Northern York County Fire Rescue")

a. Renter agrees to pay the sum of \$250 for a security deposit fee upon signed confirmation of this contract. This payment secures the agreement and rental date(s).

DATE PAID: _____ CHECK# /MO #: ____ TOTAL AMOUNT PAID: \$_____

DATE PAID: CHECK# /MO #: TOTAL AMOUNT PAID: \$

- b. Additional charges may be added for damages to property or equipment in excess of deposit.
- c. There is a \$30 service charge for returned checks or insufficient funds *in addition* to the amount of the check, and to be paid in the form of money order or cashier's check.
- 4. CANCELLATIONS, RESCHEDULING, and SECURITY DEPOSIT REFUNDS a. In the event of cancellation or rescheduling by the Renter:
 - 1. Cancellations should be given no less than one month (30 days) prior to event for full refund.
 - 2. Cancellations less than one month prior to event will result in forfeiture of security deposit, though rental fees will be reimbursed.
 - 3. Company shall retain funds for rescheduling events to a future date, as long as it is done 30 days in advance of scheduled event.
 - b The Company reserves the right to cancel, terminate or suspend any or all hall rentals either during or prior to said event without notice. In this situation, reimbursements will be made as determined by the Board of Directors.
 - c. Following a post-event inspection of the facilities, a copy of the contract will be submitted to the Company for reimbursement of security deposit to Renter. Providing there are no cleaning or damage issues, Renter will receive reimbursement of security deposit via company check mailed within forty-five (45) days after the event.

DATE REFUND MAILED: _____

5. DECORATIONS

Event decorations or items attached to any part of the building or equipment must meet the following:

- a. NO tape, staples, thumbtacks, pushpins, or nails shall be used on walls, trim or ceilings.
- b. NO holes of any sort are permitted
- c. NO adhesives shall be used on any walls, windows or glass surfaces on the premises.
- d. NO items are to be hung on walls or from the ceiling/ceiling fans.
- e. All tables, chairs and displays, decorations placed on the tile floor must have protective feet or floor covering so as not to scratch, gouge or cause damage to the floor.
- f. Displays, pictures and memorabilia owned by the Company shall not be removed.

6. SETUP & CLEANUP

- a. Renter is responsible for all setup and cleanup. Rental facilities are to be left in the condition they were presented to Renter. *Failure of proper cleanup will result in forfeiture of security deposit.*
- b. Cleanup is to be accomplished within the rental timeframe.
- c. Cleanup includes, but not limited to: trash gathered, taken and placed into appropriate dumpsters, tables and chairs wiped as needed, floor swept of debris and wet mop as needed, and equipment returned to proper pre-rental locations.
- d. Routine cleaning supplies, brooms, mops provided by Company.
- e. Due to the Covid situation any and all items used by the renter must be wiped down with sanitizer. These areas include but not limited to the bathrooms and kitchen. Covid 19 cleaning supplies are to be supplied by the Renter for post event cleaning.

CLEANUP BY RENTER: NO_____ (Deposit forfeited) YES_____

7. SAFETY

- a. All spills shall be rectified immediately so as not to imperil the safety of facility and guests.
- b. NO climbing, standing on, or improper use of tables and chairs.
- c. Ladders required for decorating are the responsibility of the renter. Company ladders may not be used due to liability.
- d. NO access to rear apparatus bay, fire /EMS apparatus bays and the second floor of station for any reason.

8. DAMAGE & RENTER LIABILITY

- a. A Pre-Inspection sheet will be completed prior to the hall and a Post Inspection sheet will be completed following the hall rental.
- b. Renters shall be solely responsible for any damages to neighboring properties, parking lot, or facilities caused by the Renters, their guests or agents.
- c. Renters shall abide by Company guidance for electrical needs to avoid overloading of circuits.
- d. Renters shall be solely responsible for safe management of alcohol consumption by their guests.
- e. A copy of "Certificate of Liability Insurance" is required for events with admission fees or at the request of Hall designee/coordinator.

REQUIRED: NO ____ YES ____

PROVIDED: NO YES

9. SMOKING

- a. Northern York County Fire Rescue and EMS Inc. indoor facilities, inclusive of kitchen and hall, are TOBACCO FREE / NON-SMOKING. This includes e-vapor and similar devices.
- b. Smoking is permitted outdoors and receptacles are in place for safety and cleanliness. The Renter is responsible for cleaning up butts that are not placed in designated smoking receptacles.

10. RESTRICTIONS

- a. Entertainment, including but not limited to bands, DJ's, or any type of music shall be lowered in volume by 10:00 PM and shall stop at Midnight, unless prior approval has been obtained in writing by the Dillsburg Borough Council or Franklintown Borough Council and Carroll Township Police Department.
- b. All doors and windows must be kept closed while music is being played, in compliance with residential restrictions.
- c. Access to Company Guest Wi-Fi given upon request.
- d. NO bikes, skateboards, roller blades, roller skates, or "Heelys" use permitted on Company premises.
- e. NO climbing on building, adjacent walls, or neighboring properties.
- f. NO loitering in front or back of building, along Baltimore Street or in back alley.
- g. Maximum Occupancy Capacity: Seating 200, Standing 250 (concerts, expos, fairs, etc...)
- h. Any deviance from the above restrictions must be pre-approved in writing by the Board of Directors.

11. ALCOHOLIC BEVERAGES

- a. Alcohol brought onto Company premises are the sole liability of the Renter, releasing the Company from any and all liability claims. Renter is responsible for adhering to governing laws.
- b. NO sales of alcoholic beverages are allowed, in accordance with PA State Law.
- c. NO alcoholic beverages shall be taken outside of the Community Hall.
- d. Any Renter under the age of 21 is prohibited in renting the hall if alcohol will be present.

12. DISCLAIMER OF LIABILITY & RESPONSIBILITY

The Renter shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The Company retains the right to terminate the event or expel any person or persons who are deemed to be: unruly, unsafe, violation of local, state or federal laws, acting with dangerous behavior or who are in violation of any other clause of the contract.

The Renter, his heirs, assignees, and executors, in consideration to the terms herein contained, hereby release, remise, indemnify and hold harmless the Company, its agents, members, officers, executors, and assignees from any and all actions at law or in equity arising from rental of the premises. Renters shall be solely responsible to any legal person for damages caused during rental. In addition, the Company shall not be responsible for any loss, damage, or theft of items brought onto the premises by the Renter, his guests, or agents.

 at
 to

 Date(s) of Rental
 Start Time of Rental

End Time of Rental

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above first written.

Company Representative Print Name

Company Representative Signature

Renter Print Name

Renter Signature

ADDENDUMS (Initial Each):

Donations are greatly appreciated to provide funding for hall maintenance and fundraising events.



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<u>Agreement & Release</u>

In consideration of the leasing of the premises described by Northern York County Fire Rescue & EMS Inc. to the Undersigned for itself, its heirs, executors, administrators, successors and assignees hereby releases, acquits and forever discharges Northern York County Fire Rescue & EMS Inc., its officers, directors, agents, members, servants and employees (collectively, the "Northern York County Fire Rescue & EMS Parties") from any and all suits, actions, compensation, consequential damage, punitive damage, or any other thing whatsoever on account of, or in any way growing out of, an and all property damage, personal injuries, illnesses, death or any other thing resulting or to result from any occurrence or accident that may happen as result of or arise out of the leasing or use of the Premises.

The Undersigned hereby agree to indemnify defend or hold harmless the Northern York County Fire Rescue & EMS Inc. Parties against Premises Claims brought by any person or entity.

The Undersigned shall provide Northern York County Fire Rescue and EMS, Inc. with a certificate of insurance evidencing in force General Liability Insurance with coverage limits of at least \$1,000,000 per occurrence.

REQUIRED: NO_____YES____PROVIDED: NO____YES____

The Agreement and Release shall not be pleaded by the Undersigned as a bar to any claim or suit, nor asserted as an admission of liability against the persons, firms and corporations hereby released.

The Agreement and Release contains the part of the contractual agreement between the parties hereto, and its terms are contractual and not a mere recital. Any reference herein to the masculine, feminine, or neuter gender shall be deemed to include any gender, which the context of such reference shall apply.

The Undersigned hereby executes and delivers this Agreement and Release to induce Northern York County Fire Rescue and EMS, Inc to lease the Premises to the Undersigned.

Undersigned (Renter) Signature

Date

Company Representative Signature

Date



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Hall Rental Information

Capacity Seating – 200 Capacity Standing – 250 (concerts, expos, fairs, etc...)

<u>Half Day</u> (less than 6 hours) - \$200 <u>Full Day</u> (6 hours or more) - \$350 Includes Hall, stage, restrooms, tables & chairs.

<u>Kitchen</u> - \$100

Rental reflects an additional charge for use of refrigeration and freezer units, stove, ovens, microwave and sinks. Rentals do not include paper products, pots, pans, utensils, coffee machine and other miscellaneous items unless otherwise specified.

<u>Pre-Event Setup</u> – \$50 additional, if the evening prior is needed for event setup. Availability depends upon scheduled rentals.

<u>Security Deposit</u> - Deposit Refunded within 45 days after event, provided no cleaning, damage or contract violations.

Security and Rental fees due fourteen (14) days prior to event. If less than 14 days, guaranteed funds are required (i.e. Money order or cashiers check).

Friday and Saturday hours of use shall not exceed 1:00 AM. Sunday through Thursday hours of use shall not exceed 11:00 PM. Doors must remain closed after 10:00PM (per noise ordinance). Reserved Parking limited to back lot and alcove.

Pre & Post Rental Checklist

Date: Renter: Co. Representative:

- 1. Tables / Chairs / Property:
 - Missing, damaged, stains, etc.
- 2. Walls:
 - Damage, tack marks / holes, tape / adhesive marks.
 - Light / electrical outlet covers.
 - Pictures / Displays.

3. Ceiling:

- Tiles damaged or missing.
- Light covers damaged or absent.
- Fans and lights in tact with no obvious damage.

4. Stage:

- Stage floor and walls clean and no tape.
- Rear stage doors. Side rooms.

5. Kitchen:

- Serving counters clean.
- Dispose of all garbage.
- All appliances including Stove/oven and Refrigerator/Freezer clean. •
- 6. Trash:
 - All containers emptied and new liners in place.
 - Trash bags are to be in the dumpster (unless already full then they may be sat next to dumpster.)
- 7. Restrooms:
 - Clean. Toilet, mirror, soap & towel dispenser functioning and intact.
 - Walls, floor and ceiling not marked or damaged
 - Trash removed and new liner in can. (Replace towels, soap and toilet paper as needed).
- 8. All exterior doors latched and locked except the designated entrance.
- 9. Alcove (Parking) and side walk:
 - No trash, cigarette butts or items left from the rental.
 - Damage or defacing of the building or alcove driveway.

Notes:

If damages or cleaning are beyond the deposit fee the Renter may be held liable for additional expenses.