

Facility Rental Agreement
West Earl Fire Co. No. 1
14 School Lane Avenue, P.O. Box 969
Brownstown, PA 17508
717-656-6791

Agreement for the Use of the Social Room and Kitchen

THIS RENTAL AGREEMENT (hereafter "Agreement") is made by and between the West Earl Fire Co. No. 1 (hereinafter "WEFC") and _____ (hereinafter "Renter"); furthermore, "WEFC and the Renter" collectively may be referred to as the "Parties."

The WEFC hereby agrees to rent the social room and kitchen located at 14 School Lane Avenue, Brownstown, PA 17508 to:

Name of Renter: _____

Contact Phone Number: (____) _____

Mailing Address: _____

Email Address: _____

Event Date: _____

Start Time: _____ **End Time:** _____ (nothing after 10 pm)

Type of Event/Occasion: _____

Good Faith Estimate of the Number of Guests (Maximum capacity is 75): _____

Fees:

Rental Hold

- To reserve the use of the social room and kitchen, the Renter shall upon execution of this Agreement pay the applicable fee. Once the completed rental agreement and fee are received by the WEFC, the social room and kitchen will be reserved for the event.

Social Room and Kitchen Rental Fee

- Any weekday rental period of 3 hours or less is \$100.00.
- Any weekday rental period of 3 hours to 8 hours is \$250.00.
- Any rental period on Saturday or Sunday is \$250.00.
- Any rental period above 8 hours is an additional cost of \$25.00 per hour.
- The rental period includes all time needed for your set up, event and clean up time.

No rental time after 10PM

**** Full payment is due at the time of booking****

Terms and Conditions

Facility

During the term of the rental period, as outlined above, the Renter will have the exclusive enjoyment of the social room and kitchen. The rental shall include the use of restrooms, tables, and chairs.

Under the terms of this agreement, the Renter is not permitted to use or enter any area except for the social room, restrooms, and kitchen. The fire engine area, gear room, closets and offices may not be entered, at any time.

During the term of the rental period, parking is available in the front parking lot. Do not park in front of the overhead garage doors or in the designated firefighter parking spaces and do not park in the grass.

All trash must be removed from the social room and kitchen and placed in the dumpster at the rear of the building at the conclusion of the rental period.

Decorations

Absolutely no decorations may be hung from the ceiling using tape or adhesives of any kind. If you wish to hang anything from the ceiling, the WEFC will provide you with ceiling hooks that will allow you to hang items from the ceiling without damaging the ceiling. These hooks are meant to hang lightweight decorations or streamers only. Nothing weighing more than 1lb. may be hung from these hooks. You must notify the WEFC if you will be using the hooks, so we can make them available to you. It is the Renter's responsibility to remove the ceiling hooks from the ceiling upon completion of your event and return them to the container you were supplied with. It is the Renter's responsibility to supply a step ladder or step stool to install the ceiling clips. The WEFC assumes no liability for bodily harm or injuries incurred due to your installation of the ceiling hooks. You may fasten items to the walls and trim using only "blue painters' tape" or clear Scotch tape. It is the full responsibility of the Renter to ensure that all tape is removed from the walls and trim. Failure to comply with these rules will result in you being charged for the removal and/or repair of surfaces damaged. All items (rice, bird seed, glitter, confetti, etc...) used on the grounds or in the social room are the responsibility of the Renter to remove. If not removed completely, you will be charged for the cost of cleanup.

Damage

The renter is responsible for the cost of repair to any and all damages to the property, and upon demand, shall pay the WEFC for any and all damage to the property that arises from, or is related to, the Renter's use of the facility. This includes, but is not limited to, damage to restrooms, tables, chairs, ceilings, walls, or any other property asset owned by the WEFC. Failure to pay for any and all damages will result in immediate legal action.

Use of the Kitchen

Limited use of the kitchen is included in the rental fee. The conditions for using the kitchen area are follows:

- Remove all the boxes and/or food brought by the Renter or any guest of the Renter, plus remove all trash from the social room and/or kitchen at the end of the rental period.
- Clean all counters and surface work areas in the kitchen, including any food spilled in the microwave or refrigerator.
- Sweep the social room, kitchen, and hallways floors, and put all trash bags in the dumpster to the rear of the property.
- Remove all dishes, glasses, silverware, linens, and other material equipment brought by the Renter, at the end of the rental period.
- Do not under any circumstances extinguish the pilot lights which are burning at the gas stove.

Rental of the WEFC kitchen includes the use of:

- Refrigerator designated as the “Rental Refrigerator.”
- Sinks and counter tops.
- Stove- Do not under any circumstances extinguish the pilot lights which are burning at the gas stove.
- Oven
- Microwave

Use of any WEFC dishwasher, ice maker, freezer, refrigerator (except the rental refrigerator), pots, pans, utensils, dishes and/or cooking utensils is prohibited.

Acts Beyond the WEFC’s Control

In the event that the social room or any part thereof is damaged, destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the WEFC’s fulfillment of the agreement impossible, this agreement shall terminate, and the WEFC shall refund the Renter the entire rental fee.

The WEFC reserves the right to cancel this contract at any time, if, in the event of a disaster declared by Lancaster County or the Commonwealth of Pennsylvania, the facility is required to be used for the housing of persons as a result of an emergency. Return of the rental fee shall be the Renter’s sole and exclusive remedy for the termination of this agreement, and the Renter hereby expressly waves any claims for damages or compensation arising from or related to the termination of this agreement under this paragraph.

Acceptance of Premises

The renter agrees that it has inspected the social room and/or kitchen and the equipment and that all are in proper condition for the Renter’s use during the rental period.

Adherence To and Alignment with WEFC Mission and Purpose

The Renter warrants that the purpose listed above for renting the facility is true and correct, and that any change in reason for renting the facility must be approved by WEFC. The Renter understands that the WEFC relied on the reason for renting the facility listed above as a determining factor in agreeing to rent the facility under this agreement. The WEFC, in its sole discretion has the right to refuse rental for any

event that fails to adhere or align with the WEFC's mission and purpose to serve the community and its volunteers.

Scheduling

The WEFC retains the right to schedule other events in the room and/or kitchen, both before and after the rental period without notice to the Renter.

Advertising

Absent expressed, written consent from the WEFC, the Renter shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the room or the WEFC, including the WEFC's parking lot.

Access to Premises

The WEFC reserves free access and right to enter to any portion of the social room and/or kitchen, at any time, to its members, representatives, and agents.

Indemnity

The Renter shall indemnify, defend, and hold harmless the WEFC and its officers, directors and members against any and all demands, cause of action, or any other claim of the Renter, its members, agents, employees, subcontractors, patrons, guests or invitees arising out of the or related to the Renter's rental of the room and/or kitchen. The renter hereby releases, acquits and forever discharges the WEFC, its officers, directors, trustees, agents, members, servants and employees (collectively the WEFC) from any and all suits, actions, compensation, consequential damages, punitive damages, or any other thing whatsoever on account of, or in any way growing out of, any 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 a result of or arise out of renting or use of the WEFC facilities by the Renter.

COVID-19

The renter agrees that he/she is renting the facilities at this/her own risk. The Renter shall follow all CDC guidelines regarding safety protocols while on the premises.

Cancellation

In addition to any other remedy available at law or equity, either party may cancel this agreement if the other party fails to comply with each and every term and condition of this agreement. In the event that the Renter either (a) breaches any term of this agreement or (b) cancels within **FOUR (4) weeks of the event date, the rental fee shall be forfeited in its entirety.**

Compliance With Laws

The Renters shall comply with all applicable laws and regulations and shall not use or occupy the social room and/or kitchen for any unlawful purpose or permit others to occupy the room and/or kitchen for any unlawful purpose.

This agreement shall be governed by the Commonwealth of Pennsylvania. The parties agree that, if any provision of this agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

Assignment

The Agreement may not be assigned or transferred without the express written consent of the WEFC.

Alcoholic Beverages

Alcoholic beverages are strictly prohibited on the property of the WEFC. The WEFC has a zero-tolerance policy regarding alcohol. If any alcohol is found on the property, the Renter will be asked to vacate the property immediately.

Smoking

The West Earl Fire Co. is a tobacco free facility and smoking and/or tobacco use is strictly prohibited.

Entire Understanding

The parties affirm that this agreement contains the entire understanding between the parties and that there are no other oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. The agreement cancels, annuls, and invalidates any and all prior agreements between parties, whether verbal or written, regarding the rental of any portion of the WEFC.

Modifications

This agreement may not be modified or amended except through an express written agreement, signed by both parties.

Advice of Counsel

Each party represents that it received independent advice from counsel of its own choosing to the extent deemed necessary by said party; that each fully understands the contents of this agreement, including the legal rights, obligations and liabilities arising by virtue of this agreement; and each executes this agreement freely, voluntarily and without reservation.

Binding Effect

This agreement shall be binding upon the parties, heirs, representatives, or assigns.

Insurance

The Renter hereby agrees to assume all responsibility for insurance with regards to the facility/property during use under the period of this agreement, and to assert no claim of coverage under any insurance policy of the WEFC during the period of this rental agreement.

Covenants

The Renter shall be responsible for any attorney fees and costs incurred by the WEFC in enforcing any of the provisions of this agreement. Any sums of money owed by the Renter pursuant to the terms of this agreement, or which may be owned as a result of a breach of any of the terms hereof, shall be treated as harassment against the WEFC.

The WEFC reserves the right to appoint an agent to enter the premises during the period of the Renter's use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the WEFC and/or prevent any damage or destruction to the premises.

Agreement

I understand that FULL payment is required at the time of reservation. If reservations are canceled within the four (4) week period before the event, the rental fee will be forfeited, in its entirety.

Facility Rental Agreement
West Earl Fire Co. No. 1
14 School Lane Avenue, P.O. Box 969
Brownstown, PA 17508
717-656-6791

The undersigned hereby indemnifies, defend, and hold harmless the West Earl Fire Company parties against any such claims brought by any person or entity.

Signature of Renter: _____ Date: _____

Return the entire rental agreement to:

West Earl Fire Company
Attn: Facility Rentals
P.O. Box 969
Brownstown, PA 17508

For WEFC Use Only:

Amount Paid: _____ Check/Cash: _____ Date: _____