

FACILITY RENTAL AGREEMENT
WEST WILLOW FIRE COMPANY (EST. 1921)
192 WEST WILLOW ROAD
WILLOW STREET, PA 17584 · (717) 464-3922

Agreement for Use of the Banquet Hall or Pavilion

THIS RENTAL AGREEMENT (hereafter "Agreement") is made by and between the West Willow Volunteer Fire Department Inc. (hereinafter "WWFC") and _____ (hereinafter "Renter"); furthermore, "WWFC and the Renter" collectively may be referred to as the "Parties."

The WWFC hereby agrees to rent the banquet hall and/or pavilion, located at 192 West Willow Road, Willow Street, PA to:

Name of Renter: _____

Contact Phone Number: (____) _____

Mailing Address: _____

Email Address: _____

Event Date: _____ **Or re-occurring:** _____

Start Time: _____ **End Time:** _____

Type of Event/Occasion: _____

Good faith estimate of the Number of Guests (Maximum capacity is 75): _____

FEES:

Rental Hold / Security Deposit

- **In addition to the rental fee, the Renter shall pay an additional fee of \$100 as the "Rental Hold/Security Deposit," upon execution of this Agreement.** This deposit secures the Renter's intent to rent the facility and cover any damage or loss that may occur to the hall, its contents, or any other part of the WWFC, up to the amount of deposit. If damages, etc. are made that exceed the deposit, Renter has three (3) business days to pay 100% of the average estimate of no less than two (2) estimates provided to Renter, from WWFC, for the repair/replacement. All repairs will be made by a licensed, bonded and insured individual/company. Failure to pay for any and all damages will result in immediate legal action.
- Only after the WWFC has determined that the facility(ies), its contents, and the WWFC building and grounds are free of damage arising from or related to the Renter's rental of the facility(ies) and the return of the rental key will any portion of the deposit be refunded.

Hall or Pavilion Rental Fee

- \$300.00 + \$100 Security Deposit for the **hall and kitchen** (Day 8am – 10pm rental)
 - \$150 + \$100 Security Deposit for **JUST the hall** (Day 8am – 10pm rental)
 - \$100.00 + \$100 Security Deposit for the **pavilion** (Day 8am – 10pm rental)
- *NOTHING AFTER 11PM**
****FULL PAYMENT IS DUE AT TIME OF BOOKING****

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Terms and Conditions

Facility

During the term of the rental period, as outlined above, the Renter will have the exclusive use and enjoyment of the banquet hall and kitchen or pavilion. The rental period shall include: restrooms, tables, chairs.

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

The "hall" and "pavilion" are separate areas to rent. Entering into an agreement to rent one area does not give permission for the other area to also be used, unless an additional rental agreement, with the additional fees associated with the other option for rent has been entered into, prior to the day of the event.

During the term of the rental period, parking is available in the back parking lot. Do not park in front of the building or in designated firefighter parking spaces and no not park in the grass.

All trash that does not fit into the outside trash receptacles, with the lids closed, must be removed from the property at the conclusion of the rental term.

Decorations

Only decorations that are placed on the floor or on the tables are permitted. Nothing may be taped, hung, stapled or suspended. Failure to comply will result in the loss of the deposit, in its entirety. All items (rice, bird seed, glitter, confetti, etc.) used on the grounds or in the hall or pavilion are the responsibility of the Renter to remove, or the loss of the deposit will occur, in its entirety.

Damage

The Renter is responsible for the cost of repair to any and all damages to the property, and upon demand, shall pay the WWFC 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, or any other property or asset owned by the WWFC.

Use of Kitchen

Limited use of the kitchen is included in the rental fee. The following must occur, if the kitchen is used, at all:

- Remove of all boxes and/or food brought by the Renter or any guest of the Renter, plus removal of all trash from the hall and/or kitchen at the end of the rental period, and
- Clean all counters and surface work areas in the hall kitchen, including any food spilled in the microwave or refrigerator
- Sweep the hall, kitchen and hallway floors, and
- Remove all dishes, glasses, silverware, linens, and other material equipment brought by the Renter, at the end of the renting period

Rental of the WWFC hall kitchen includes the use of:

- Refrigerator/freezer combo in the kitchen,
- Sinks and counter-tops,
- Stove,
- Dishwasher,
- Oven, and
- Microwave

Use of any WWFC pots, pans, utensils, dishes or cooking utensils is prohibited.

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Acts Beyond the WWFC's Control

In the event that the hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the WWFC's fulfillment of the agreement impossible, this agreement shall terminate, and the WWFC shall refund Renter the rental charge and security deposit.

The WWFC 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 hall is required to be used for the housing of persons as a result of an emergency. Return of the rental charge and security deposit shall be the Renter's sole and exclusive remedy for the termination of this agreement, and the Renter hereby expressly waives 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 hall and/or pavilion and the equipment and that all are in proper condition for the Renter's use during the rental period.

Scheduling

The WWFC retains the right to schedule other events in the hall and/or pavilion, both before and after the rental period, without notice to the Renter.

Advertising

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

Access to Premises

The WWFC reserves free access and right to enter to any portion of the hall and/or pavilion, at any time, to its members, representatives, and agents.

Indemnity

The Renter shall indemnify, defend, and hold harmless the WWFC and its officers, directors and members against any and all demands, causes of action, or any other claim of the Renter, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renter's rental of the hall and/or pavilion.

COVID-19

The Renter agrees that s/he is renting the facilities at his/her own risk. The Renter shall follow all CDC guidelines in regards to 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 hold/security deposit shall be forfeited as liquidated damages.**

Compliance With Laws

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

This agreement shall be governed by the laws of 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.

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Alcoholic Beverages

If the Renter intends to serve alcohol at its event, only bottles or cans are allowed. No kegs may be brought onto or served on the WWFC premises. It is the sole responsibility of the Renter to comply with any/all alcohol related laws which may be applicable to a Renter and sponsor of a private party and further agrees to refuse to serve an intoxicated guest at the Renter's event and agrees to find an alternative means of transportation from the property for any intoxicated person, so that the intoxicated person is not driving while impaired.

Assignment

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

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. This agreement cancels, annuls, and invalidates any and all prior agreements between parties, whether verbal or written, regarding the rental of any portion of the WWFC.

Modifications

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

Advice of Counsel

Each party represents that it received independent advice from counsel of its 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 is not valid unless signed by the appropriate WWFC member responsible for renting the facilities. 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 WWFC during the period of the rental agreement.

Covenants

The Renter shall be responsible for any attorney fees and costs incurred by the WWFC 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 owed as a result of a breach of any of the terms hereof, shall be treated as harassment against WWFC.

The WWFC 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 WWFC and /or to prevent any damage or destruction of the premises.

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Name of Renter: _____

Contact Phone Number: (____) _____

Mailing Address: _____

Email Address: _____

Event Date: _____ **Or re-occurring:** _____

Start Time: _____ **End Time:** _____

Type of Event/Occasion: _____

Good faith estimate of the Number of Guests (Maximum capacity is 75): _____

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 security deposit + rental fee will be forfeited, in its entirety. The WWFC reserves the right to keep the security deposit for any damage done to the property, any further required cleaning or trash removal, for loss or not returning the rental key or for any reason the buildings and its belongings are not in its original condition as were found before the rental of the facilities.

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

Rental Options: (select all that apply)

_____ \$300.00 + \$100 Security Deposit for the **hall and kitchen** (Day 8am – 10pm rental)

_____ \$150 + \$100 Security Deposit for JUST the **hall** (Day 8am – 10pm rental)

_____ \$100.00 + \$100 Security Deposit for the **pavilion** (Day 8am – 10pm rental)

Signature of Renter: _____ **Date:** _____

Return this page of the rental agreement to:

West Willow Fire Company
Attn: Hall Rentals
192 West Willow Road
Willow Street, PA 17584

For WWFC Use Only

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

Security Deposit

Date of inspection: _____ By: _____

Amount returned to Renter: _____ Date: _____

Check #: _____