



**HERMAN VOLUNTEER FIRE COMPANY
BANQUET CENTER RENTAL CONTRACT**



The Herman Volunteer Fire Company hereinafter referred to as the **LESSOR** hereby agrees to rent it's Banquet Center to _____ being represented in this agreement by _____, signing and hereafter referred to as the **LESSEE**, in consideration of the following conditions and terms set forth in this complete document. The rental shall take place on the _____ of 20____ with any required setup starting at **5:00 p.m. the previous day**. The **LESSOR** agrees to include it's parking facility, banquet center, bar area and restrooms to the **LESSEE'S** attending parties.

SECTION I - CHARGES

The LESSEE agrees to pay at the signing of this Agreement the sum of Two Hundred (\$200.00) as a good faith deposit for the intended rental of the LESSOR'S banquet center area. Not less than the day of the schedules event, the LESSEE agrees to pay the balance of Five Hundred (\$500.00). The LESSOR agrees to return the LESSEE'S damage deposit of Two Hundred (\$200.00) within sixty (60) days following the above rental date, less any incurred property damage costs set forth below in Section II.

Please make all checks out to: Herman Volunteer Fire Company.

Deposit Check # _____ Amt. _____ Date: _____

Balance Check # _____ Amt. _____ Date: _____

SECTION II - DAMAGES

The LESSEE shall not attach any decorations to the LESSOR'S walls and ceilings by any means. The LESSEE agrees to pay for any and all damages to the LESSOR'S property whether caused by the negligence of the LESSEE or any of his or her Parties. Said damages for any property damage shall be the actual cost of any required repairs or replacement necessary to return the LESSOR'S property to the initial pre-rental condition. Any costs of property damage shall be deducted from but not limited to the LESSEE'S Damage Deposit. Additional sums required for further damages shall be payable to the LESSOR within thirty (30) days of the

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above date or LESSEE shall be subject to any additional costs and expenses of the LESSOR required to legally pursue collection of said damages.

SECTION III - CANCELLATIONS

ON BEHALF OF THE LESSOR:

This agreement shall become null and void if said premises are not available on the above date(s) due to circumstances beyond the control of the LESSOR. Such circumstances shall include but not be limited to; unforeseen damages to the facility by other rental parties, vandalism, fire, any other acts of God, nature, or uninvited parties, or local/national emergencies. In the event any of the aforementioned events occur and the premises become unoccupiable, the LESSOR agrees to return all sums or deposits held on behalf of the LESSEE. The LESSOR shall not be liable for any further damages or losses caused by the unavailability of their banquet center due to any unforeseeable circumstances.

ON BEHALF OF THE LESSEE:

Should the LESSEE find it necessary to cancel this agreement notice must be given to the LESSOR no less than NINETY (90) DAYS PRIOR to the scheduled event. Given said notice, the LESSEE agrees to return only one half of the advance deposit paid. If any additional costs have been paid in advance, the remaining balance shall be refunded to the LESSEE within THIRTY (30) DAYS of the LESSOR'S NINETY (90) DAYS notice of cancellation. Should the LESSEE otherwise fail to occupy the premises on the above date(s) for any reason, the LESSEE shall forfeit all sums paid in advance.

SECTION IV - HOUSE RULES

The LESSEE hereby agrees to abide by the following rules and regulations governing the rental of the LESSOR'S banquet center:

- a. Any entertainment provided by the LESSEE shall be ended no later than 1:00 a.m. The banquet center must be vacated by 2:00 a.m.
- b. The LESSEE agrees that the use of the banquet center shall be strictly in accordance with all Ordinances of the Township of Summit and other Laws of the Commonwealth of Pennsylvania. The use of or dispensing of alcoholic beverages shall be in accordance to the laws and rules governed by the Pennsylvania Liquor Control Board. The observance of all aforementioned rules,

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regulations, and laws shall be the sole responsibility of the LESSEE and his or her Representative who shall remain on the premises at all times during the rental period. **LESSEE shall read the attached Alcohol Policy and comply with it.**

- c. The LESSEE hereby agrees to hold the LESSOR, custodians, officers, directors, members, member's families, heirs and assigns, **harmless and further agrees to indemnify any or all of the aforementioned Parties.** Whenever necessary, in the event of any Personal Injury, Property Damage or Bodily Injury real or imagined, to or caused by, any of the LESSEE'S parties or any other person(s) for any reason or reasons during, following or otherwise arising out of the rental of the LESSOR'S Properties.
- d. The LESSOR shall not be responsible for any of the LESSEE'S Parties personal properties, including vehicles parked on the LESSOR'S property while in or on, or remaining on the premises prior to, during, or after the expiration of this agreement.
- e. No chairs and/or tables shall be taken out of the banquet center.
- f. No Glass Bottles of any type may be carried or used outside of the bar.
- g. No Smoking shall be permitted within the building whatsoever. This, also, includes smoke and/or mist machines that may be used by D.J.'s, etc. LESSEE shall fully and completely enforce this prohibition.
- h. No Confetti, of any kind, shall be used or thrown in the building.
- i. **NO PERSONS ARE PERMITTED DOWNSTAIRS.** LESSEE shall supervise the conduct of all children. **Neither the stairway nor the restrooms are to be used as play areas.**
- j. No person/s shall block the garage doors or entrances/exits. There shall be no parking on the side or front of the building. LESSOR shall tow such vehicles at the LESSEE'S expense.
- k. LESSOR has the right to inspect the building and premises during the event and to immediately stop all activities in the event of an emergency or failure of LESSEE to comply with all terms and conditions of this contract. Said forfeiture may be declared by any officer or custodians representing the LESSOR.
- l. No utensils, (pots, pans, sheets, coffee pots, knives, etc.), will be provided for in the kitchen.
- m. Keys shall be returned to LESSOR'S agent at the **conclusion of the event.** A drop-off box is located at the front entrance in the small alcove.
- n. LESSEE shall obtain a "**Certificate of Liability Insurance**" from their food caterer. This liability coverage and limits should be at least \$500,000.00 per occurrence and aggregate.
- o. Should any Commonwealth or Federal Court of Law deem any portion or part of this contract to be in violation of any Commonwealth or Federal

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Laws, the Balance of this contract shall remain unchanged and entirely enforceable under the Laws and Statutes governing the Commonwealth of Pennsylvania.

- p. Lessee shall maintain order in the facility and parking lot by employing a **"uniformed security guard"**, who shall enforce all rules. Lessee shall authorize the guard to make arrests, if required.

SECTION V - FURTHER UNDERSTANDINGS

In signing this Agreement, I hereby acknowledge that I have read and understand the terms and conditions of this Agreement and agree to comply to all parts to the best of my ability on behalf of myself and/or the party or Organization which I represent.

WITNESS the due execution hereof.

HERMAN VOLUNTEER FIRE COMPANY

DATE:

RENTAL OFFICER:

ORGANIZATION:

REPRESENTATIVE:

TITLE:

REPRESENTATIVE:

ADDRESS:

PHONE:



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**LIQUOR POLICY
RULES AND REGULATIONS**

The purpose of this policy is to set forth the position of the **HERMAN VOLUNTEER FIRE COMPANY** with regard to alcohol consumption. Our position is that if one chooses to drink alcohol at social events one should be guided by maturity, restraint and regard for the well-being of others.

No individual under the age of 21 is permitted to purchase or consume alcoholic beverages on the premises.

Any individual under the age of 21 seen purchasing or consuming alcoholic beverages will be removed from the premises with the proper authorities notified.

Proof of age will be required of any guest utilizing our banquet center.

It is the policy of the Herman Volunteer Fire Company to discontinue an event if we believe individuals are becoming intoxicated or unruly. Law enforcement will be contacted if necessary.

Any individual who chooses to consume alcohol is strongly encouraged to refrain from driving and to designate a driver who has not been drinking as his or her only source of transportation.

The above mentioned rules and regulations have been formulated for the safety of our guests utilizing our banquet center.