



WESTSIDE COMMUNITY CENTER SUB-LICENSE (RENTAL) AGREEMENT

PO Box 4, Nanticoke MD 21840 • www.westsidenow.org • info@westsidenow.org

RENTAL REQUEST FOR: WestSide Community Center, 21109 Bivalve Lodge RD, Bivalve MD 21814

Name (Please Print) : _____

Phone: _____

Address: _____

Email: _____

Organization: _____ For Profit Non-Profit

Other Event Type: _____

Anticipated Attendance for Event (Estimated #) : _____

Event Time(s) (Start time to End Time): _____

Date Requested for Event: _____

Set Up & Tear Down Time(s) (Time Requested Before and After the Event): _____

Date and Time Requested for Set Up/Tear Down (If Requesting Prior to Event Date or Following the Event Date): _____

Requested Area of Building: Gym Outdoor Space Classroom Stage (Available only by Special Request)

Special Conditions:

- Will there be an Admission Charge or Participation Fee charge? Yes No
- Will you be using outside vendors (food, craft or commercial)? Yes No
 - If YES, see SECTION 5 regarding outside vendor insurance requirements.
- Do you intend to serve alcoholic beverages? Yes No
 - If YES, see SECTION 5 regarding specific insurance requirements for serving alcohol
- Will you be using stakes (for tents, bounce houses, etc) Yes No
- Are there any additional special requests or conditions WSNA should be aware of for your event?: _____

****PLEASE REVIEW CAREFULLY BEFORE PROCEEDING (Please Initial After Each Statement)****

- 1) I, the Renter, understand that I will be charged an additional fee for any time that falls outside of the requested Event Time and/or Requested Set Up/Tear Down Times. _____
- 2) I, the Renter, understand that the Event Date cannot be changed or cancelled without proper notification to WSNA (at least 30 days prior to scheduled event). _____
- 3) I, the Renter, understand that I will be charged a cancellation fee of **\$75** if WSNA doesn't receive proper notification of a change or cancellation for my event (at least 30 days prior to scheduled event). _____
- 4) I, the Renter, understand that I am responsible for proper clean up following the event, ensuring the space is left as it was found. This includes removal of all trash, sweeping up any debris on floors, and wiping down any areas that may have been exposed to spills. _____

Section 1:

	Qty	Rate	Estimated Total
FACILITY RENTAL FEES			
Gym Rental* (includes gym, lobby and restrooms); EXCLUDES stage & classroom		\$65/hour (2 hr min, 5 hr max)	\$ _____
Outdoor Space- Community Center Grounds (includes access to lobby and restrooms)		\$75/event (2 hr min, 5 hr max)	\$ _____
Stage (includes access to lobby and restrooms)		<i>Available only by special request</i>	
Classroom (includes classroom, lobby, restrooms), (Restrictions apply see SECTION 6 below)		\$50/hour (5 hr maximum)	\$ _____
MISCELLANEOUS FEES			
Additional Set Up/Tear Down Time (Time Outside of Event)		\$50/hour (4 Hour Maximum)	\$ _____
Table & Chair Rentals (Flat Rate Fee)- *Must Be Put Away Following the Event By Renter			
Tables (Up to 12 available, 6 feet in length)		\$25/event	\$ _____
Chairs (Up to 60 available)		\$15/event	\$ _____
Deposit (Please see Section 3)		\$150 Gym \$75 Classroom \$50 Outdoor Space	\$ _____
TOTAL DUE for event (Estimate)			\$ _____

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Section 2: Defined Terms:

Wicomico County owns the Westside Community Center and its use is administered by Wicomico County Department of Recreation, Parks and Tourism. The Westside Neighborhood Alliance Inc. (WSNA) has a license with Wicomico County to operate and manage the facility. For the purposes of this Sub-License Agreement, the following terms are defined:

- The County is hereby defined as Wicomico County Department of Recreation, Parks and Tourism (“County”)
- The WSNA is hereby defined as the WestSide Neighborhood Alliance Inc (“WSNA”)
- The Sub-Licensee/Renter is hereby defined as the individual or organization executing this Sub-License Agreement (“Renter”).

Section 3: Deposit Requirements. For each rental, Renter must pay a **deposit** by cash or check in the amount indicated. **The deposit is due upon signing this agreement**, checks made payable to **WESTSIDE NEIGHBORHOOD ALLIANCE, INC.** Upon inspection of the facility immediately following the event, Deposit will be returned in full or reduced for damages as described further in this agreement.

Section 4: Payment Requirements:

Rental Fees plus any applicable fees noted in this agreement are due 30 days prior to the event. Additional charges may be incurred and the Renter billed following the event if terms of the rental agreement change after payment is received.

Section 5: Insurance Requirements:

- 1) The Renter hereby agrees to provide insurance certificate evidencing General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) and Property Damage insurance with minimum limits of Fifty Thousand Dollars (\$50,000). The insurance certificate shall name WestSide Neighborhood Alliance Inc, P O Box 4, Nanticoke, MD 21840 as additional insured. The certificate shall be provided to WSNA prior to the rental event.
- 2) If Renter hires, contracts or engages outside vendors for this event or activity, each outside vendor must provide insurance certificate evidencing General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) and Property Damage insurance with minimum limits of Fifty Thousand Dollars (\$50,000). The insurance certificate shall name WestSide Neighborhood Alliance, P O Box 4, Nanticoke, MD 21840 as additional insured. The certificate shall be provided to WSNA prior to the rental event.
- 3) Alcohol to be provided, served or permitted - If Renter intends to provide, serve or permit alcohol during event or activity, the Renter and any outside vendor providing or serving alcohol must provide insurance certificate evidencing General Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000), Liquor Liability insurance with minimum limits of One Million Dollars (\$1,000,000), and Property Damage insurance with minimum limits of Fifty Thousand Dollars (\$50,000). The insurance certificate shall name WestSide Neighborhood Alliance, P O Box 4, Nanticoke, MD 21840 as additional insured. The certificate shall be provided to WSNA prior to the rental event.

Section 6: Classroom Rental Requirements: The classroom is intended for educational activities, conducting meetings and seminars, controlled exercise classes and other “quiet” activities. The classroom is not to be used for high activity purposes or for activities that may cause permanent damage (such as paints, glues, wood debris, etc.); such activities are permitted and intended for the Gym or Stage, if permitted. Light refreshments such as water and snacks may be provided outside the classroom if space is not committed for another purpose, however, it is the Renter’s responsibility to immediately address all mishaps and spills by following posted clean-up procedures. In addition, Renter may not adhere any substances (tape, thumbtacks, nails, etc.) to any classroom walls, doors or windows. Renter may use available easels and electronics (with express permission) or bring such display tools as required for the activity.

Section 7: Additional Requirements:

- 1) The Renter shall provide a final schedule of activities no later than 48 hours prior to the start of the event.
- 2) The Renter agrees that any change, alteration, or addition to the Premises or to any equipment of the Center therein by Renter is not permitted.
- 3) Should the Community Center be destroyed or damaged by fire, or by elements, mob, riot, war, or civic commotion, the County may at its sole discretion, terminate and void this agreement, in which event WSNA shall return the Renter’s deposit and fees, and the Renter expressly waives any claim for damage or compensation should this agreement be terminated.
- 4) The Renter shall not assign this Sub-License Agreement or any interest thereto to any other person or persons without the prior written consent of WSNA and the County, which it may grant or deny in its sole discretion.
- 5) The Renter will return the Premises litter-free and in the same condition as before the rental.
- 6) This Agreement is made with the express condition that if the Renter fails to pay the deposit and/or rental fee specified hereunder after the same shall become due, or if the Renter fails to perform, meet or observe any of the Renter’s obligations hereunder, then WSNA may immediately declare the termination hereof and remove and put out the Renter.
- 7) The parties hereto agree that any dispute between WSNA and Renter shall be referred to the Wicomico County Department of Recreation, Parks and Tourism for resolution, and the decision of its Director will be final.
- 8) It is understood and agreed that the relationship of the parties hereto is strictly that of Renter and that the Renter has no ownership in WSNA’s or the County’s enterprise and that this Agreement shall not be

construed as a joint venture or partnership. The Renter is not and shall not be deemed to be an agent or representative of the WSNA or the County.

- 9) Renter agrees not to bring onto the Premises any material, substances, equipment or object which in the judgment of the WSNA or the County, is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or which is likely to constitute a hazard to property thereon. Both WSNA and the County shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the Premises and the further right to require its immediate removal if found thereon.

Without limiting the generality of the foregoing, in the event that Renter, its agents, representatives, members, employees, participants, invitees, guests, vendors and independent contractors, shall cause or permit the presence of Hazardous Waste in, on or under the Premises, Renter shall promptly, at Renter's sole cost and expense, take any and all action necessary (as required by appropriate government authorities or otherwise) to remove and/or remediate such Hazardous Waste, subject to County's prior written consent, which shall not be unreasonably withheld. Renter shall defend, protect, indemnify and hold County and WSNA harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorney fees, arising from or in any way connected with Hazardous Waste which are the result of the use, occupancy or operation of the Premises by Renter, its agents, representatives, members, employees, participants, invitees, guests, vendors and independent contractors. As used herein the term "Hazardous Waste" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without, limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended).

The foregoing covenants shall survive the termination of this License.

- 10) Renter shall obtain all permits and licenses, shall comply with all of the requirements and shall pay all taxes, fees and charges prescribed by federal, state, and local laws, ordinances and regulations, in connection with Renter's use of the Premises. Renter will comply with all federal, state and local laws and regulations.
- 11) A. The Renter will indemnify the County and WSNA, their officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with Renter's use of the Premises or its failure to perform any of its obligations under this Agreement, including but not limited to, claims made by the Renter, its agents, representatives, employees, participants, invitees, guests, vendors and independent contractors. This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Renter's agents, representatives, employees, participants, invitees, guests, vendors and independent contractors, except that it is not applicable to injury, death, or damage to property arising from the sole negligence of the County or WSNA.
- B. Renter acknowledges and agrees that neither the County or WSNA, its officers, agents and employees shall be responsible for any expenses, losses, damages, claims, lawsuits or liabilities that are in any way caused by or result from the use of the property authorized by this Agreement. Renter further agrees it shall be responsible for any and all expenses of cost of defense, losses to, damages or claims made against the County or their officers, agents and employees that are in any way caused by or result from the use of County property under this Agreement.
- C. Renter further acknowledges that is familiar with the Premises and accepts the Premises "AS IS", and assumes all risks in connection therewith, and releases, discharges, and waives any and all rights of action, either legal or equitable, which they have or ever may have against the County or WSNA by reason of use of the said Premises.
- D. This section shall survive the termination of this License.
- 12) Neither the County nor WSNA shall be liable or responsible for any damage to the property of Renter, or to any person bringing property onto the sub-licensed Premises. Neither the County nor WSNA shall be

responsible for the theft, loss or damage to property of the Renter, its agents, representatives, employees, participants, invitees, guests, vendors and independent contractors.

- 13) No later than the expiration of the time or times specified in Paragraph 1 hereof, Renter agrees to remove from the Premises all property of whatever nature brought thereon by Renter, its agents, representatives, employees, participants, invitees, guests, vendors and independent contractors. If Renter does not remove from the Premises all such property within the designated break down time outlined in this contract, then the County may, as to all or any part of such property, (a) remove and store the property at Renter's expense, (b) declare the property abandoned and either dispose of the same at the expense of Renter or sell such property at the expense of Renter, with any proceeds being retained by the County.
- 14) Should Renter present or allow the presentation of any composition, work or material covered by copyright, trademark or other legal protection, Renter agrees to indemnify and hold the County and WSNA harmless for any loss, damage or expense arising from any claim of infringement of such copyright, trademark or other legal protection.
- 15) It is expressly understood and agreed that without prejudice to any other rights and remedies that may be available to WSNA or County, in the event of the breach by Renter of one or more of the provisions of this Agreement, WSNA or the County may refuse to allow Renter to take possession of the Premises or if Renter is already in such possession, may stop all activities of Renter on the Premises, and oust Renter therefrom. WSNA and the County, their representatives, officers, agents, employees and servants shall be in no way responsible to the Renter for doing any or all of the things authorized by this paragraph.
- 16) Renter further agrees that Renter, and all of its agents, representatives, members, employees, invitees, guests, vendors and contractors shall abide by and conform to the rules and regulations promulgated by the management of WSNA and/or the Wicomico County Department of Recreation, Parks and Tourism and that Renter will pay for any or all damage which WSNA or the County may sustain as a result of any act or omission on the part of the Renter, its agents, representatives, members, employees, invitees, guests vendors and contractors.
- 17) No portion of the sidewalks, entries, passages, vestibules, halls, lift elevators, nor any other means of access to public utilities of the Premises shall be obstructed, or caused to be obstructed, by Renter or used for any purpose other than ingress and egress to and from the Premises. The doors, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, as well as radiators and house lighting attachments, shall in no way be obstructed by Renter.
- 18) There is no smoking or vaping inside of the Community Center building at any time.

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Section 7: Understanding and Signature. Renter has been provided a copy of this agreement and has made the members of its organization familiar with the County's and WSNA's policies for its facilities. Renter accepts full responsibility on behalf of their selves/or its organization for the use of County and WSNA facilities and for any damages to them.

SIGNATURES

Sub-Licensee/Renter Name / Title (Please Print Name) _____

Signature of: _____ Date: _____

Chair, Westside Neighborhood Alliance, Inc. (Please Print Name) _____

Signature of: _____ Date: _____

Steve Miller, Director of Recreation, Parks & Tourism (Please Print Name) _____
Wicomico County, Maryland

Signature of: _____ Date: _____

