

RENTAL AGREEMENT

This RENTAL AGREEMENT, dated this _____ day of _____, 20____
between Newdale Volunteer Fire Department, Inc. (NVFD) a North Carolina corporation,

and _____(Renter), an
Individual/a corporation/a limited liability company, whose address is _____

Agree to the following:

Rental Event and Location: NVFD hereby agrees to allow Renter utilize the following for the
Time and purpose set forth below: (initial as appropriate)

____ Social Hall located at 98 Riverwalk Drive, Burnsville NC 28714

____ Kitchen use

Rental Date _____(month) _____(day), 20 _____

Rental Time _____ A.M./P.M. to _____ A.M./P.M.
(Maximum of 4 hours hall usage + 2 hours for set up and clean up) Anything over 4 hours will be
charged an additional fee of \$50 per hour or any fraction thereof

Purpose of Rental

Rental Fee: Renter agrees to pay NVFD a deposit for hall rental in the amount of \$80 upon execution of
this agreement. A separate clean up and damage fee in the amount of \$50 is also required.

Renter is responsible to restore the Social Hall back to the condition in which it was rented to them.
This includes, but not limited to, removing all decorations; removing all rented equipment; sweeping
floors; emptying trash; cleaning kitchen (if applicable); etc..... If cleanup is not completed after the
rental even, the deposit of \$50 for cleaning up and damage fee will not be refunded. Renter shall also be
responsible for additional charges for damages (if applicable).

Cancellation by NVFD. The NVFD may cancel this Agreement at any time by prior to Rental Date.
In that Rental Event, Renters sole remedy in law or equity shall be limited to the refund of the
Deposit, and this Agreement shall be void and of no effect, and Renter shall have no further claims
against NVFD.

Limitation of Liability. NVFD, its directors, officers, members, agents and employees shall not in any persons(s) be held liable in the use and/or operation of the Social Hall, and/or Kitchen or for the activities of Renter and/or Renter's guests and invitees.

Miscellaneous Provisions. Renter agrees to the following additional terms and conditions:

NVFD, its officers, members, agents and employees, assumes no liability for injury to patrons, guests, invitees, or others on the rental property proceeding, throughout, and following the rental period set forth in this Agreement. Renter shall indemnify, defend and hold harmless NVFD, its directors, officers, members, agents, and employees, from any and all liability, claim, property damage, personal injury and/or others on the property, arising out of, or during the rental.

Renter shall be responsible for, and shall reimburse NVFD within ten (10) days for, all lost, stolen, damaged, or missing property.

Renter shall not conduct, encourage, allow, or tolerate any unlawful activities or breach of the public peace (including, but not limited to, public intoxication, underage drinking, illicit drugs and disorderly conduct).

Renter shall not allow alcoholic beverages on NVFD property.

Renter shall be responsible for indentifying the need for and obtaining all necessary licenses and/or permits as may be required by any Federal, State, County, or Municipal government, including but not limited to Lottery/gaming/raffle permits, and noise permits.

Renter shall not advertise the activity for the rented space which gives the impression NVFD is sponsoring the Rental Event. All advertising shall clearly state that NVFD is not sponsoring the Rental Event. Any advertising that does not comply with this condition shall be grounds For cancellation of the Rental Agreement by NVFD and NO REFUND OF THE DEPOSIT OR THE RENTAL FEE SHALL BE GIVEN.

NVFD, its directors, officers, members, agents and employees shall have the right to enter the rented premises at any time or times during the Rental Event.

If this Agreement is breached by the Renter, its patrons, guests, invitees, and others, the NVFD may terminate the Rental Agreement and demand that the rented premises be vacated immediately, without refunding either the deposit or the Rental fee to the Renter.

Clean up and/or Damages

Renter shall pay NVFD fifty and 00/100 Dollars (\$50.00) by separate check or money order, prior to event, to be held with contract until after rental event for possible clean-up and/or damage fees. All decorations and décor shall be removed by renter at the end of the rental event. **NO** tacks, **NO** nails, or **NO** staples shall be used on the walls, ceilings, floors, or furniture. If items are not removed at the end of the rental event; Social Hall not restored to its original state before

rental event; or any damage is done to NVFD property on or about the rented premises, the deposit fee of \$50.00 will **NOT** be funded. Renter shall pay NVFD the amount of the actual damages claimed by NVFD from the check that was previously held for clean-up and damage fees. If there are damages greater than \$50.00, renter shall pay NVFD the amount of actual damages claimed. Renter is to pay NVFD within (10) ten days of notification for total amount of damages.

Assessment of replacement cost damages (as opposed to repair cost) shall be at the sole and absolute discretion of the Fire Chief for NVFD. If Renter has not incurred any clean-up or damage fees then the \$50 deposit will be refunded.

Return Check Policy

Renter shall pay NVFD Seventy-Five and 00/100 Dollars (\$75.00) for each such bank returned check and, in addition, will reimburse NVFD any bank charges NVFD may incur as a result of each such check.

Should NVFD employ an attorney because of any breach of this Agreement by Renter. Renter shall pay to NVFD reasonable attorney fees and expenses as are incurred by NVFD. Renter shall be liable for such attorney fees whether or not NVFD institutes legal proceedings. However, where legal proceedings are instituted by NVFD against Renter, and said proceedings result in a monetary judgment in favor of NVFD, those reasonable attorney fees for which Renter Shall be liable to NVFD shall not be less than 15% of said judgment.

Renter

Signature

Date signed: _____

(Print name of person signing)

(Address of Renter/Organization)

(Telephone number day/evening)

Newdale Volunteer Fire Dept:

Name _____
Signature and printed name

Title: _____

Rental Agreement Check-Off List

(NVFD Representative Initial the following)

_____ Received Signed Rental Agreement. (Includes hall, kitchen, date and time)

_____ Explained property areas which are “off-limits” for guests.

_____ Explained the separate check for Clean-up and/or Damage Fees along with Renter’s responsibility.

_____ Explained items included/excluded per Rental Agreement

_____ Explained “No Smoking” policy within Social Hall

_____ Explained “Smoking” allowed outside dispose of properly-- use “butt cans”

_____ Explained NVFD’s NO alcohol policy.

_____ Explained proper use of: (if applicable)

_____ Oven _____ Refrigerator/freezer _____ Stove

Renter agrees to all terms and conditions of the Rental Agreement between Renter and NVFD.

The information above has been explained, and I have been allowed the opportunity to ask questions, if not understood.

RENTER:

(Print name)

_____ Date signed: _____

(Signature)

Newdale Volunteer Fire Dept:

Name _____

Signature and printed name

Title: _____