

# RENTAL AGREEMENT

This RENTAL AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Lineboro Volunteer Fire Department, Inc. (LVFD), a Maryland corporation, and \_\_\_\_\_ (Renter), an individual/a corporation/a limited liability company, whose address is \_\_\_\_\_,

agree to the following:

**Rental Event and Location:** LVFD hereby agrees to allow Renter utilize the following for the time and purpose set forth below:

- \_\_\_\_\_ Social Hall located at 4224 Main Street, Lineboro, MD 21088 \*
- \_\_\_\_\_ Half of the Social Hall located at 4224 Main Street, Lineboro, MD 21088
- \_\_\_\_\_ Pavilion across the street from the firehouse \*\*
- \_\_\_\_\_ Kitchen (without appliances)
- \_\_\_\_\_ Kitchen appliances

**Rental Date** \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_

**Rental Time** \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

**Purpose of Rental**

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**Rental Fee:** Renter agrees to pay LVFD both a deposit and a Rental Fee. The deposit in the amount of \$100.00 is due upon execution of this Agreement. The Rental Fee is due no later than thirty (30) days prior to the Rental Date set forth in this Agreement.

The Rental Fees are as follows:

Social Hall	\$500.00
Half of the Social Hall	\$250.00
Pavilion	\$250.00
Kitchen (no appliances)	\$ 50.00
Kitchen appliances	\$ _____

\* Rental of the entire Social Hall is not available from October 1 through March 31.

\*\* Rental of the Pavilion includes electricity, lights, and port-a-potties.

**Cancellation by Renter.** Renter may cancel this Agreement at any time by providing LVFD written notice of cancellation. If written notice of cancellation is received by LVFD more than 30 days in advance of the Rental Date, LVFD will issue Renter a full refund of the deposit and the Rental Fee paid by Renter to LVFD. A refund of thirty percent (30%) of the Rental Fee (but not of the deposit) will be issued by LVFD to Renter if written notice of cancellation is received LVFD between days 21 and 29 prior to the Rental Date. No refunds shall be issued by LVFD to Renter if written notice of cancellation is received by LVFD within 20 days of the Rental Date.

**Cancellation by LVFD.** The LVFD may cancel this rental agreement at any time prior to the Rental Date. In that Rental Event, Renter's 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 claim against LVFD.

**Insurance.** No later than thirty (30) days prior to Rental Date set forth in this Agreement, Renter shall provide LVFD a certificate of liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) covering LVFD against loss of any nature upon which LVFD is named as an additional insured.

**Limitation of Liability.** LVFD, its directors, officers, members, agents, and employees shall not in any manner be held responsible or liable for the safety, health, or well-being of any person(s) arising out of the use and/or operation of the Social Hall, Pavilion, and/or Kitchen or for the activities of Renter and/or Renter's guests and invitees, including (but not limited to) the consumption of alcohol on or off the premises.

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

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

Renter shall be responsible for, and shall reimburse LVFD 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 be responsible for identifying 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 alcoholic beverage licenses,

lottery/gaming/raffle permits, and noise permits. For the convenience of Renter, the telephone number for Carroll County government is 410-848-4500.

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

LVFD, 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 LVFD 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.

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 or any damage is done to LVFD property on or about the rented premises, a minimum fee of \$75.00 will be paid by Renter to LVFD within ten (10) days of the Rental Event. If the actual damages are greater than \$75.00, Renter shall pay LVFD the amount of the actual damages claimed by LVFD within ten (10) days of notification by LVFD of the amount of the damages. Assessment of replacement cost damages (as opposed to repair cost) shall be at the sole and absolute discretion of LVFD.

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

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

**Witness/Attest: (Secretary)**

**Renter**

\_\_\_\_\_  
**Date signed:** \_\_\_\_\_

\_\_\_\_\_  
**Date signed:** \_\_\_\_\_

\_\_\_\_\_  
**(Print name of person signing)**

\_\_\_\_\_  
**(Address of Renter/Organization)**

\_\_\_\_\_  
**(Telephone number day/evening)**

**Lineboro Vol. Fire Dept.:**  
**Name** \_\_\_\_\_  
**Officer** \_\_\_\_\_

## GUARANTY

The undersigned Guarantor, as an inducement for LVFD to enter into the foregoing Rental Agreement with Renter, guarantees prompt payment when due of all payment obligations of Renter set forth in said Rental Agreement. If Renter defaults in the payment of any such indebtedness, Guarantor will pay to LVFD or its order on demand, the amount due. Guarantor shall also pay to LVFD or its order on demand reasonable attorney fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness of Renter guaranteed hereunder or in enforcing this guaranty against Guarantor.

**Witness:**  
\_\_\_\_\_

**Guarantor:**  
\_\_\_\_\_

**Date signed:** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

