

MILFORD SENIOR CENTER, INC
111 PARK AVENUE
MILFORD, DE 19963
302-422-3385

RENTAL AGREEMENT

DATE OF CONTRACT: _____ ESTIMATE # OF GUESTS _____

RENTER: _____ GUARANTEED # _____

CONTACT: _____ **Crystal Room** \$500 4 hours

DATE OF EVENT: _____ Wedding Events \$600 4 hours

TIME OF EVENT: _____

TYPE OF EVENT: _____ **Ireland Room** \$300 4 hours

PHONE NUMBER(S): _____ Wedding Events \$400 4 hours

ADDRESS: _____

AREA(S) RENTED: _____

FACILITY COST: _____

DEPOSIT REQUIRED WITH CONTRACT: _____
BALANCE REQUIRED 14 DAYS PRIOR TO EVENT: _____
Security/Damage/Theft Deposit (Refundable): _____

CATERING INFORMATION: _____

The renter agrees to pay Owner the amount stated above as a rental fee. Renter is required to pay half of this amount at the time of this contract. A security/damage/theft deposit in the amount of \$200 is required. Upon completion of your event and inspection of the facility this deposit is refundable to you by check within 10 business days. Renter shall pay to owner the balance of this rental fee no later than fourteen (14) days prior to the scheduled event. In the event the Renter cancels this contract within ninety (90) days of the date of the contract, the Owner shall refund the deposit in full to the Renter. If the renter fails to cancel prior to ninety (90) days from the date of the contract or if the Renter fails to pay the balance of the deposit prior to the fourteen (14) days of the event, the Owner shall retain the rental deposit as an administrative fee. If the date of the event is less then ninety (90) days from the date of the contract, the deposit is non-refundable. Owner reserves the right to cancel the event without liability on account of sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate condition beyond Owner's control that in the sole judgment of the Owner effective prevents the event. In such case, Owner shall make full reimbursement of all funds paid to Renter.

Renter shall have a period of fifteen (15) minutes after the end of the function that is stated above to vacate the location. Any time after fifteen (15) minutes shall be charged at the rate of One Hundred Dollars (\$100.00) per hour.

The Owner will make the location available for set up by the Renter if special set up time is required. Renter agrees to pay Fifty Dollars (\$50.00) per hour for the set up time, unless arrangements are made at the convenience of the Owner. Renter should contact Owner to arrange for a mutually convenient time for the set up. All decorations and special effects shall be approved by the Owner prior to set up. NO FOG MACHINES, SMOKE MACHINES, DRY-ICE MACHINES PERMITTED AT ANY TIME. Renter is expected to remove any special set up items prior to leaving the building at the conclusion of the event unless other prior arrangements are made. All set up arrangements for outside vendors must be made five (5) days prior to the event.

All times of event shall be stated in this Agreement, any amendments must be agreed upon by Owner and Renter. Any time after agreed upon times will be an additional One Hundred Dollars (\$100.00) per hour starting at fifteen (15) minutes above agreed upon times.

Owner will provide a security and/or custodian person to be present during the event. Renter should address any problems or needs to this person while the event is ongoing. However, Owner shall not be responsible for any lost or stolen items of the Renter or any of its guests. The Renter is expected to protect and supervise its own equipment, property, goods or merchandise during the event. Renter agrees to indemnify and hold harmless the Owner for any loss that may occur through theft, vandalism, fire or acts of God.

Any breakage, damage, destruction or other loss to the Owner as a result of the event is the total responsibility of the Renter. The Renter will be charged accordingly.

The Owner has wi-fi internet connections, large screen TV with dvd/video player and projection screens which the Renter may utilize. The Owner also had projector and sound system, which is available to rent. An employee of the Owner who will be present at the event shall operate the system.

Owner will provide all trash disposals. However, Renter is expected to use the receptacles provided.

Renter is permitted to supply their own food and beverage or use MSC Catering. A partial kitchen is available to rent. MSC assumes no liability or obligation for the quality or content of such food or beverages the renter brings in.

Renter hereby agrees to comply with all laws and regulations of the United States of America, the State of Delaware and The City of Milford. No selling of tickets or items at the door of MSC; it is prohibited.

Renter expressly agrees to indemnify and hold harmless the Owner from any loss, personal injury, accident, claim, suit, action or cause of action that may occur during the event as a result of the action, inaction, negligence, fault, breach of law or otherwise by Renter. This Agreement shall be deemed to act as a general release of Owner of any and all liability that may arise from the event arising from the negligence or willful acts of Renter or its guests.

Owner reserves the right to place any further restriction on the use of the location covered by this Agreement as may be required to comply with any law, regulation or policy in effect with the United States

of America, the State of Delaware or the City of Milford. Renter shall comply with and obey all rules and regulations of Owner attached hereto and made a part of this Agreement. Renter acknowledges that the Milford Senior Center is a smoke free building and that smoking is not permitted. Renter also acknowledges that nothing may be taped, glued, tacked or otherwise attached to any wall in the building. These restrictions shall be strictly enforced and those violating will be asked to leave the premises. In the event there are such further restrictions, Renter shall be notified of them immediately in writing.

Should Renter violate any of its obligations under this Agreement, Owner shall immediately notify Renter of the violation in which case the Renter agrees to immediately cease and desist from the activity or rectify the violation. Failure to do so shall be cause for the immediate closure of the event and removal of Renter and guests from the location without any refund of any fees paid. **A cash deposit, in the amount of half the room rental, plus security/damage/theft deposit is required at time of signing this agreement.**

Owner has available an Event Liquor License. Should the Renter desire alcoholic beverage service, it will be provided utilizing a bar service provided by the Owner. All beverages must be purchased through the Owner at predetermined prices, which shall be provided in a separate agreement. The Renter is not permitted under the laws of the State of Delaware to bring its own alcoholic beverages for distribution or resale on the premises. Owner reserves the right in the sole and absolute discretion of the bartender providing service to refuse to serve any person who is deemed to be underage and has no proof of age or who is deemed to be inebriated beyond the safe limits of consumption and to close the bar and cease service at his or her sole and absolute discretion should it be warranted. There are no Sunday alcohol events.

All terms of this Agreement between Owner and Renter are stated in this Agreement and any prior terms, conditions or representations are deemed to be merged herein.

RENTER

DATE

REPRESENTATIVE OF MSC

DATE