

Columbian Home Association - Renter Rental Agreement

219 Vepco Blvd, Box #3
Camden, DE 19934-2214

Agreement between the Columbian Home Association (here-in-after CHA) and _____, here-in-after referred to as "**Renter**" to rent the Columbian Home Hall, 219 Vepco Blvd, Camden, Delaware 19934-2214. The "Premises" subject to this agreement excludes the closed off office located adjacent to the main hall, and the "Council Chambers" room, located adjacent to the front entrance.

Renter Information

Address _____

ID Type & # _____ Required & attach copy

Phone Number _____

Rental Date _____

of Guests _____ (Max 99)

Type of Event _____

Rental and Service Fees

Print "Yes" or "No" & Initial for each Facility and Service Selected

Hall Rental	\$400.00 (6-hours)	_____	per day
Security Deposit	\$200.00	_____	per day
Bartender	\$100.00 (optional)	_____/_____	Required for alcohol
Clean Up Service	\$100.00 (Optional)	_____/_____	
Total		_____	

Rental Agreement Conditions:

1. All food and beverages are to remain inside the building.
2. There is **NO SMOKING** allowed in the building.
3. Maximum capacity for any event is 99
4. The doors to the building will be open at least 30 minutes prior to the reservation time.
5. A **Security Deposit** is required to reserve the hall. Receipted here with Hall Manager & Renter's Initials ____/____.
 - a. A full refund (less a \$25 processing fee) will be made if an event is canceled in writing at least 10 days prior to the scheduled date. Cancellations less than 10 days prior to the scheduled date shall result in forfeiture of the deposit.
 - b. Deposits will NOT be refunded if the hall is not adequately cleaned
 - c. Deposits will NOT be refunded if damages occur.
 - d. Deposits will NOT be refunded if any of the policies and conditions are breached.
 - e. The security deposit will be returned by mail to the Renter within 14 days of event
6. Full payment of Rental fees, Bartender fees (optional), and Clean-Up Service (optional) is due before the scheduled time for the event.

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- a. Rental payment may be made in cash or by check made payable to: **Columbian Home Association, Inc.**
- b. A Returned Item fee of \$35.00 is charged for all returned checks, **regardless of reason.**
7. **Decorations:** Renter is expected to leave the hall as they find it.
 - a. All decorations must be restricted to the tables or must be free-standing. Nothing shall be affixed to the walls, ceilings, light fixtures, windows, or doors. **NO COMMAND STRIPS to be used anywhere!**
 - b. Decorations shall not deface any portion of the building.
 - c. All flames must be in closed containers, no open flames
 - d. The Renter shall not remove or move any existing decorations that are already existing within the facility.
 - e. All tables must be covered with plastic, cloth, paper, or some type of covering that will act as a protector.
8. **Cleanup:** Clean up by CHA is available at the price listed above.
 - a. Renter is expected to set-up and clean-up in the allotted six hour rental period. See "Rental and Service Fees" listed above.
 - b. All trash shall be bagged and moved in the trash container at the rear of the building - Lid(s) must be closed.
 - c. Bleach may NOT be used to clean the floors. It will result in loss of security deposit.
9. Renter agrees to be responsible for any damage to the premises during the rental. **Non compliance will result in forfeiture of your security deposit.** A CHA member is available on-call and may be on-site during the rental period. The Renter hereby releases and discharges the CHA, its' membership, visitors, guests, designees, and assignees, for any liability whatsoever resulting from any loss or damage sustained to property or person, for the rental of the aforesaid premises, regardless of the cause.
10. The Renter further agrees to hold harmless, the CHA, its membership, visitors, designees and assignees, or any other person, organization, or entity, for any and all claims of whatever nature for damage to property or personal injury caused by any action, negligent, on the part of the CHA and/or its representative agents.
 - a. CHA is not responsible for any personal losses either in the building or parking lot.
11. In the event security is needed, private guards must be hired at the sole expense of the Renter.
12. **Alcohol:**
 - a. **Absolutely NO BYOB!** Alcohol may only be provided by a CHA bartender. If alcohol is desired, Bartender services are available by CHA at the price listed above.
 - b. Alcohol will only be distributed in the bar area
 - c. The bar will open at the start of the event and close fifteen minutes prior to the end of the event.
 - d. Alcohol will not be served past midnight on any day of rental
 - e. Alcoholic beverages will not be served to minors. Service will be denied to those that try to and provide alcoholic beverages to minors. Bartenders will not serve alcohol to anyone who is visibly intoxicated.

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- f. If alcohol is to be served, Renter agrees to comply with the rules of the CHA regarding the serving of alcohol, purchase the alcohol from the CHA, be served by the CHA provided bartender, consumed inside the Hall (**no alcohol consumption outside the building**) and comply with the rules of the Delaware Alcoholic Beverage Control Commission. If evidence, in Rental Manager's sole discretion, of alcohol consumption, in violation of this paragraph, the security deposit shall be forfeited.
- 13. The kitchen may be used to reheat food only.
- 14. Costs of Collection. If any amount due to CHA under this Agreement remains unpaid after the date of the rental event, the Renter authorizes the Association to bring an action against the Renter to pay for the unpaid obligation and there shall be added to the unpaid amount due the costs of preparing and filing a Complaint in the Justice of the Peace Court, and in the event a judgment is obtained, such judgment shall include interest on the unpaid amount due at the legal rate established by the Court, plus reasonable attorney's fees together with the costs of action.
- 15. If any provision of this agreement is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall no affect the validity or enforcement of the remaining provisions of the agreement. To the extent any provision of this agreement is held invalid or unenforceable only in part or degree, that provision will remain in effect to the extent not held invalid or unenforceable.
- 16. Addendum to the Event Rental Agreement** (Attached) is a part of this agreement and must also be filled out.
- 17. The Renter shall be responsible for obeying, observing, and promptly complying with all statutes, laws, ordinances, rules, regulations, orders, and requirements of any governmental body or agency respecting Renters use of the premises. Renter agrees not to use or permit the premises to be used for unlawful purposes or in any unlawful manner.
- 18. **Right to Termination:**
 - a. CHA reserves the right to terminate any function in the event of disturbances caused by guests.
 - b. CHA reserves the right to terminate any function in the event of activity resulting in damage to the facility.
 - c. CHA reserves the right to terminate any function in the event of any violation of any statutes, laws, ordinances, rules, regulations, orders or requirements of any governmental body.
 - d. Should the event be terminated early due to the failure of the event to comply with the rules, no refund of deposit will be given, and additional charges may be incurred for damage.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ Day of _____ 20____.

Columbian Home Association Representative

Renter

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Addendum to the Event Rental Agreement

Renter: _____

Event Rental Date: _____

Facility Address: 291 Vepco Blvd, Camden, DE 19934-2214

Purpose/Description of Event: _____

KNIGHTS OF COLUMBUS TRADEMARKS

Renter may only identify the location of the event by using the address of the Facility as set forth above . **Renter shall NOT use or display Knights of Columbus trademarks,** including, without limitation, its name, logos, and emblems, in any way, including but not limited to, in the promotion of the Renter’s event or on any website and/or in social media.

MISREPRESENTATION

Renter attests, represents and warrants that it has, at all times, honestly and accurately described its intended purpose and use of the Corporation’s Facility for the event to a duly authorized representative of the Corporation and as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of the Corporation’s Facility, or fails to comply with any of the terms herein, **Corporation may terminate this Agreement at any time without prior notice and retain Renter’s security deposit.** The rights, powers and remedies of Corporation are in addition to, and not in substitution of, that which may be available to Corporation. Failure by Corporation to exercise any of its rights, powers, and remedies hereunder, or its delay to do so, does not constitute a waiver.

For the purposes of the Rental Agreement and this Addendum, “Renter” includes the undersigned Renter as well as its employees, agents, invitees, or any other person who may be at the Corporation’s Facility for the purposes of the Event. If there is any inconsistency between the provisions of this Addendum and Rental Agreement, the terms in this Addendum will govern.

CORPORATION:
Columbian Home Association, Inc
Name of Corporation

RENTER:

Name of Renter

By: _____
Signature

By: _____
Signature

Name: Donald W. Ryan, Jr
Printed

Name: _____
Printed

Initial: _____

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Title: Hall Rental Manager

Title: _____

Date: _____

Date: _____

Initial: _____