

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 RENTAL: _____
SECURITY/DAMAGE DEPOSIT: _____
BARTENDER FEE: _____
KITCHEN RENTAL: _____
LINENS: _____
PLACE SETTINGS: _____
CHAFFING DISHES: _____
EXTRA ROOMS: _____
OTHER: _____
TOTAL CONTRACT AMOUNT DUE: _____
DEPOSIT REQUIRED WITH CONTRACT: _____
BALANCE REQUIRED 14 DAYS PRIOR TO EVENT: _____

DAMAGE DEPOSIT

A security/damage/theft deposit in the amount of \$200 is required at the time the contract is signed to reserve the date. Upon completion of your event and inspection of the facility, this deposit is refundable to you by check within 10 business days. Any breakage, damage, destruction or other loss to the Owner as a result of the event is the total responsibility of the Renter. Any additional time the Renter and their guests are in the building that exceed fifteen (15) minutes past the time stated in this contract is the total responsibility of the Renter. These costs will be deducted from the \$200.00 security/damage/theft deposit, and in such cases, they exceed the \$200.00 security/damage/theft deposit, an invoice may be mailed to the Renter to be paid in full within 10 business days.

CLEAN UP

Renter shall have a period of one (1) hour after the end of the function that is stated above to remove all personal decorations and vacate the location. All event guests must vacate the premises at the end time of the function as stated above. Any time after fifteen (15) minutes shall be charged at the rate of One Hundred Dollars (\$100.00) per hour. Owner will provide all trash disposals; however, Renter is expected to use the receptacles provided. The disposal of all food and liquids must be done under the direction of the security and/or custodian who is working the event. All food and liquid must be disposed of in the kitchen receptacles.

DECORATION

The Owner will make the location available for set up by the Renter if special set up time is required. The Renter has two (2) hours of decorating time. Any additional time required will be charged at a rate of Fifteen Dollars (\$15.00) per hour. All decorations and special effects shall be approved by the Owner prior to set up. ***NO FOG MACHINES, SMOKE MACHINES, DRY-ICE MACHINES, OR BUBBLE/SOAP MACHINES PERMITTED AT ANY TIME. ONLY FLAMELESS CANDLES WILL BE PERMITTED IN THE BUILDING.*** 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 fourteen (14) days prior to the event. All times of event shall be stated in the Agreement, any amendments must be agreed upon by Owner and Renter.

ADDITIONAL RENTAL ITEMS

The Owner has wi-fi internet connects, large screen TV with DVD/video player and projection screens which the Renter may utilize for an additional fee. The Owner also has a sound system, which is available to rent. An employee of the Owner who will be present at the event shall operate the system. The Renter is responsible to bring their own tape, scissors, markers, sternos, lighters, utensils, etc. as these are not provided by the Owner.

Renter is permitted to supply their own food and beverage or use a licensed caterer. A partial kitchen is available to rent; if a partial kitchen is not requested by the Renter, the Owner will not allow any access in the kitchen. This means the Renter is responsible to bring their own water and ice as well. MSC assumes no liability or obligation for the quality or content of such food or beverages the renter brings in. If an outside caterer is being used for the event, the Renter must provide the Owner with a copy of their current business license and certificate of liability insurances. These documents must be provided to the Owner within five (5) days of your event; if these documents are not provided, the caterer will not be permitted to enter the building. A full kitchen rental is available to **LICENSED AND ISSURED CATERERS WHO MEET THE GUIDELINES OF THE ATTACHED CHECK LIST.**

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. 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. Alcoholic Beverage Service is not available on Sundays.

All additional rental items must be confirmed and paid for 14 days prior to the scheduled event to ensure adequate staff and supplies.

RENTAL TERMS

The renter agrees to pay Owner the amount stated above as a rental fee. 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

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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. 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 effectively prevents the event. In such case, Owner shall make full reimbursement of all funds paid to Renter.

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 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.

NO SELLING OF TICKETS, COLLECTION OF ADMISSION FEE, OR ANY OTHER ITEMS ON MILFORD SENIOR CENTER PROPERTY; IT IS PROHIBITED BY LAW. IF THE COLLECTION OF MONEY OR SALE OF ITEMS IS OBSERVED ON THE PROPERTY, THE MILFORD POLICE DEPARTMENT WILL BE CONTACTED AND YOUR EVENT WILL BE CANCELLED IMMEDIATELY. NO OUTSIDE ALCOHOL MAY BE BROUGHT INTO THE BUILDING OR CONSUMED ANYWHERE ON THE PROPERTY. ALL ALCOHOLIC BEVERAGES MUST BE PURCHASED FROM THE BAR WHICH IS AVAILABLE FOR RENT, AND CONSUMED WITHIN THE BUILDING. IF OUTSIDE ALCOHOL IS BROUGHT IN, OR ANYONE IS OBSERVED CONSUMING ALCOHOL OUTSIDE IN THE PARKING LOT, THE MILFORD POLICE DEPARTMENT WILL BE CONTACTED AND YOUR EVENT WILL BE CANCELLED IMMEDIATELY. IN THE EVENT THE POLICE DEPARTMENT MUST BE CONTACTED AND YOUR EVENT IMMEDIATELY CANCELLED, NO AMOUNT OF THE RENTAL FEE WILL BE REFUNDED.

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 or floor 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.

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.

NON-PROFIT DISCOUNTS

Rental discounts are available for eligible non-profit sponsored events. To be eligible for such discounts, the contract must be completed in the name of the non-profit organization and signed by an authorized representative. All payments must be made from the non-profit organization bank account and a copy of the 501c3 as well as a flyer or other literature promoting the event must be provided. All documentation must be provided when the contract is initiated.

RENTER

DATE

REPRESENTATIVE OF MSC

DATE