

Shepherdstown Fire Department

Barron Hall Lease Agreement

Event # _____

Day/Date of event: _____

This agreement of lease entered into this _____ day of _____, by and between the Shepherdstown Fire Department, Inc., a non-profit West Virginia Corporation, hereafter referred to as LESSOR and _____, hereafter referred to as LESSEE, according to the following terms: Name of event for calendar: _____

BARRON HALL BANQUET ROOM: Fee up to 7 hours:	Fundraising Activity:	Bingo:	Yes	No
Fee Private Event is	\$750.00 _____	(Bingo must be approved		
Fee Non-Profit event is	\$600.00 _____	by SFD Fundraising Chmn)		
with license# _____				
Overtime fee – per hour	\$ 50.00 _____			
Kitchen fee	\$250.00 _____			
Security fee (Includes Members)	\$250.00 _____	(\$ 250 paid by check # _____)		
Additional / Special Fee – If Any.	_____			

TOTAL FEES _____

Minus _____

Balance Due _____ on _____ (Date)

Balance Due along with Jefferson County Health Department license & Statement of Insurance no later than 7 days prior to the event. Lessee must contact the Usage Inspector to set up the Balance Payment Meeting. Anyone renting Barron Hall for a fund raising event selling tickets or any event open to the public which is serving alcohol must comply with state law and have a permit from the WV State ABC Commission. A permit does not need to be obtained for a private party like a wedding reception.

In accord with all lease stipulations and rental fees terms, LESSEE hereby agrees to lease the following area (s) on _____: [Circle those that apply] Barron Hall Barron Hall and Kitchen

Time Period of Rental Use: FROM ____ UNTIL ____ . Setup (Day/Hour) _____ Cleanup (Day/Hour) _____

Number of People Expected (Maximum 350): _____

Upon signing of the agreement, the LESSEE stipulates that He / She has read and understands the terms and conditions of the total agreement as defined on pages two, three and four.

Witness the following signatures this _____ day of _____

LESSOR: Shepherdstown Fire Department, Inc. by _____

LESSEE: by _____ (Authorized Signature & Print)

Address: _____

Phone: Day: _____ Evening: _____

Email address: _____

Second contact: Name: _____ Please PRINT

TN: _____ Email: _____

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1 – BARRON HALL: Renter's initials: _____ The rental fee (includes the use of the refrigerator, ice machine to the extent of equipment capacity, and kitchen sinks as needed for water supplies) for any occasion is up to seven (7) hours, example: 5:00 PM until midnight. Anytime over seven hours will be charged an additional fee. The double doors are NOT to be propped open. ALL FUNCTIONS must be concluded by **12:00 Midnight** with clean up and post-inspection to follow.

No open flames, spraying, foaming, sparking or other materials which could easily cause damage to furnishings or personnel are allowed in the facility. Table or other decorative candles will be allowed, however, these must be contained in globes with proper fitting bases. Small candles for cakes may be used in their normal manner without these restrictions. No kegs of beer or other drinks will be stored on the premises prior to the event setup time. **Music shall be at an acceptable level such that it is NOT HEARD in the equipment bay area**

No taping, pinning, tacks or any other fastening devices for fixture will be allowed on ceilings, **floors, walls** or any other surface of Barron Hall or other areas of the building.

2 – PAYMENT TERMS: In the event LESSOR promulgates any regulation after the execution of this lease, but before LESSEE utilizes the premises that the LESSEE cannot comply with the LESSEE shall have the right to terminate this agreement and all fees shall be returned to the LESSEE.

The \$250.00 Security Fee must be paid (cash or check) on confirmation and signing of this lease agreement and will be returned within 10 business days in full after function providing all conditions and terms of the lease contract are found to be satisfactory to LESSOR. The \$ 250 Security Fee may be pro-rated at \$ 100/hour at the discretion of the Usage Inspector to compensate for time spent by the LESSOR performing tasks that should have been done by the LESSEE.

The Rental Fee must be paid no later than seven (7) days prior to date of use. The Security Fee In cases where agreements are signed and Security fees paid greater than thirty (30) days prior to date of use any cancellation notice by the LESSEE must be made to the LESSOR at least three weeks prior to the scheduled date of use or the Security Fee will be forfeited to the LESSOR. If such cancellation notice is made prior to the twenty-one (21) day period the required fees and other fees will be refunded to the LESSEE.

Lease agreements signed and security fees paid less than thirty (30) days prior to the date of use will be subject to one (1) week (7 days) cancellation notice to the LESSOR. Required security will be forfeited if this cancellation period is not met.

3 – SET UP & CLEAN UP of BARRON HALL: Renter's initials: _____

The set up will begin at the day/time agreed to, but in no case shall the set up, event and clean up occur over more than 2 calendar days. Extra SFD work will be chargeable at \$ 75/hour. The lease price includes extensive clean-up of Barron Hall by LESSOR immediately after the event. **Resetting the tables and chairs per the floor plan and/or pictures (on wall in storage room to right of kitchen), spills or other cleanup requirements resulting during the functions will be the responsibility of the LESSEE.** Plastic bag liners will be provided by the LESSOR and the LESSEE will have the responsibility to change and remove bags to designated areas during functions.

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4 – KITCHEN RENTAL:

“Only approved caterers may use the kitchen.” The kitchen can only be rented in conjunction with the rental of Barron Hall with an additional fee charged. Kitchen rental includes the use of cooking utensils and all appliances except the fryers. The kitchen must be left neat and clean including ovens, stove tops, and refrigerators, and all food stuff belonging to the LESSEE must be removed from the premises. All pots, pans or other kitchen utensils must be properly cleaned and stored by the LESSEE. The LESSOR does not furnish nor provide any paper or plastic products such as plates, cups, napkins, etc. for use by the LESSEE. The LESSOR does not furnish or provide any flatware or silverware for LESSEE’s use under the terms of this AGREEMENT. All food prepared by the LESSEE must be done according to Jefferson County Health Department standards. The caterer must be licensed and appropriate fee paid to the Jefferson County Health Department. A list of licensed caterers is available upon request.

ADDITIONAL TERMS:

5 – Renter’s initials: _____ The LESSEE is responsible to keep all members, guests, and visitors to the confines of Barron Hall and in the rear parking lot. No consumption of alcoholic beverages or open containers will be allowed outside of Barron Hall. Smoking will be outside at the designated areas. The fire and ambulance equipment areas are restricted and only accessible if an active member is available to escort visitors through these areas.

6 - ENTRANCE will be from the rear area at the appropriate doors. LESSEE agrees to take all necessary precautions to see that all exits are kept clear at all times, per WV State Fire Marshall regulations.

7 – Renter’s initials: _____ The LESSEE will only use parking spaces in rear parking area. No LESSEE people/vehicles are allowed out front. LESSEE agrees that there shall be no parking in equipment bay area, or in spaces reserved for emergency personnel responding to calls, and LESSEE understands this provision shall be strictly enforced to the extent of vehicles being towed away at owner’s expense.

8 – LESSEE hereby agrees to hold LESSOR harmless from any claims by, injuries to, and damages to persons or property of either LESSEE or persons present at events covered by this contract and further agrees to hold LESSOR harmless from any damages and/or liability caused to others by LESSEE or persons present at events covered by this contract. LESSEE further agrees that LESSOR shall not be responsible for any personal items which may be left on the premises, stolen, or misplaced during the use of the leased facilities. The LESSOR has security cameras both in Barron Hall and outside of the building and parking lot.

9 – The LESSEE understands and agrees that the LESSOR does not condone nor encourage the consumption of alcoholic beverages or any other intoxicants, and accepts no liability as may be resulting or associated to LESSEE providing or allowing the consumption of such toxicants. Anyone renting Barron Hall for a fund raising event or any event open to the public selling tickets which is serving alcohol must have a permit from the State ABC Commission. A permit does not need to be obtained for a private party like a wedding reception. The LESSEE hereby accepts all liabilities for any damage (compensatory or punitive) from any incident resulting from the use or consumption of such intoxicants at any function utilizing LESSOR’s property.

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10 – LESSEE further agrees to accept all responsibility and expense of any special or desired security needs.

11 – LESSEE agrees that at no time shall any illegal alcohol or drugs be carried onto or consumed on LESSOR's property.

12 – LESSEE agrees that at all times the LESSOR shall retain the right to have a representative present to observe that the provisions of this contract are not being misused or abused. The LESSEE further agrees that in the event the President of the Shepherdstown Fire Department or his designated representative is of the opinion that the leased premises or other parts of the facility, or any regulations propounded by the LESSOR are being misused, the President or his designated representative shall have the authority to terminate the function and the LESSEE not be entitled to any refund for fees or security fee previously paid. The LESSEE agrees that should such termination be necessary, the LESSEE shall remain liable for any and all damages and terms elsewhere described in this lease agreement.

13 – **DAMAGES AND EXTRA SFD WORK** Renter's initials: _____ LESSEE agrees to be responsible for any and all damages or lost properties belonging to the LESSOR which may be caused by the LESSEE, guests and other persons gathered at the LESSEE's function. **Time and material expenses incurred as a result of damage and/or extra SFD work will be chargeable at \$ 75/hour and be deducted from the Security Fee.**

The lease price includes the proper disposal of all decorations into the outside dumpster. It further includes the area outside Barron Hall. Any debris that accumulated as a result of the function will be the responsibility of the LESSEE. It shall be the LESSEE's responsibility to communicate and enforce the terms of this agreement.

14 – The electrical circuits are designed for normal usage, and if additional LESSEE equipment trips the electrical circuit breakers, the LESSEE shall not use said equipment, or make changes in the existing system to use their equipment. However, they may use their own generator providing it is done so according to the governing safety standards. All related costs are the responsibility of the LESSEE. Call 304-283-1954 if you have electrical problems.

15 – LESSEE agrees to meet with or designate someone to meet with a representative of the fire department for a pre and post inspection of the facility to document any damage and enforce all terms of the agreement.

16 – Jefferson County Health Department approval and proof thereof must be provided to the LESSOR representative.

17 – Liability insurance is mandatory for all LESSEES. Renter's initials: _____ The homeowner's insurance minimum with limits of no less than \$100,000 and with a suitable rider covering the event, and an organization or business minimum insurance is \$1,000,000.00. An insurance rider is available at Insurance Outfitters and is mandatory if LESSEES insurance cannot provide a rider. **LESSEE Initials** _____ for understanding liability insurance requirements.