

REHOBOTH BEACH PUBLIC LIBRARY
226 Rehoboth Avenue
Rehoboth Beach, Delaware 19971
Rental Agreement

This Rental Agreement is made by and between Rehoboth Beach Public Library (hereafter 'RBPL' or 'Landlord') and _____ (hereafter 'The Renting Party' or 'Renter' or 'Tenant'). The location will be referred to as 'The Meeting Room' or 'Leased Premises'.

Terms and Conditions

Rental Fee Totals

50% of rental fee due at signing as a rental deposit \$ _____

Balance due 14 days before date of the event \$ _____

Total due by _____ \$ _____

1. Rental Period: The Renting Party shall have the use of The Meeting Room in the Library Building on _____, 20____.

Use of the Meeting Room will be for a period of _____ hours between the hours of _____ and _____ (The 'Rental Period'). An additional _____ hours of set up and take down time will be allowed for the event. The Rental period shall not extend past 11PM.

Number of Guests _____

2. Security Deposit: A security deposit shall be collected from The Renting Party fourteen (14) days before the date of the event. The Rental Manager or RBPL representative will inspect the Meeting Room within 24 hours both before and after the event to determine if damages have occurred or if cleaning is necessary. Damages or cleaning of any kind to the kitchen, restrooms, tables, chairs, or any property or assets of the RBPL in or around the Meeting Room and/or Library building will be deducted from the Security Deposit. The cause, nature and amount of said damages shall be solely determined by the RBPL. To the extent that such damages are less than the Damage Deposit, the Balance shall be returned to the Renting Party. Should the cost of damages exceed the Damage Deposit, The Renting Party shall be liable for such excess, and if not paid within thirty (30) days, shall pay any and all costs, including, but not limited to, reasonable attorney fees, filing fees and court costs incurred by the RBPL to collect said damages.

3. Use: Tenant shall occupy and use the demised Premises for the purpose of

and shall have no more than _____ (____) persons on same thereof.

A. Tenant shall not unlawfully use nor permit the demised premises to be used for any purpose other than that set forth above, and further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders, regulations, and requirements of federal, state, county, and city governments regulating the use or occupancy by Tenant of the demised premises, including but not limited to City of Rehoboth Beach noise and parking ordinances, and State of Delaware Office of the Alcoholic Beverage Control Commissioner. Tenant will not use or permit the use of the premises in any such manner that will tend to create a nuisance (including, but not limited to, noise ordinance violations) or tend to disturb other occupants of the building. If any crimes are committed on the premises, the Landlord may terminate the lease. The restrictions set forth in this paragraph shall extend to all agents, invitees, guests and employees of the Tenant. The Premises shall not be used for commercial retail purposes.

B. No Pets are allowed on or about the Premises, other than service animals.

4. Maximum Capacity: To comply with state and local fire codes, no more than seventy (70) persons shall be permitted in the Meeting Room at one time.

5. Rental Tables, Chairs and Other Equipment: The Renting Party has the use of tables and chairs in The Meeting Room. (See attached list.) Prior to The Rental Period, the RBPL must approve The Renting Party's use of tables, chairs or other equipment other than those already in The Meeting Room. The Renting Party must remove any such additional equipment at the end of The Rental Period.

6. Decorations: The Renting Party shall **NOT** use thumbtacks, scotch tape, nails or other adhesives to attach decorations to the walls, beams, lights, fans or ceilings of The Meeting Room. The use of candles or other flame producing products is **NOT** permitted inside or outside on the property. The Renting Party shall not use rice, birdseed, glitter or confetti of any type in the library or on the outside grounds.

7. Rules:

- a. **The fireplace is non-functional.** It is for decorative use only!
- b. The **antique desk** is NOT to be moved from its present locations.
- c. **Exit Doors** are to be kept **unlocked and unobstructed** during the period of the event. Upon conclusion of the event all doors and windows are to be locked and all lights turned off.
- d. **Smoking is NOT permitted** on RBPL premises or patio, both inside and outside the building.
- e. **Excessive noise is prohibited** by Rehoboth Beach Ordinances. It is the sole responsibility of The Renting Party to control the noise level of their event. Music is allowed only inside, not on the deck or parking lot.
- f. **PARKING** is only permitted in designated parking spaces in the parking lot. The center is a **FIRE LANE** and must be left open. (Fire Marshall)
- g. All Minors attending any function must be supervised by a responsible adult at all times.

8. Kitchen: The RBPL recommends that The Renting Party use a Licensed Caterer. **NO** grease, lettuce, celery, coffee grounds, corks or metal objects are permitted in the garbage disposal.

- 9. End of Rental Period Procedures:** The Renting Party (and the Licensed Caterer) shall:
- a. **Remove** all boxes and food and place all trash in the appropriate outside receptacles.
 - b. **Clean** all counters and surface work areas including, but not limited to those items on the Cleaning Checklist, which is attached hereto as Exhibit A and incorporated herein by reference.
 - c. **Turn Off** all appliances. (Refrigerators are left on.)
 - d. **Remove** all rented service ware and other material equipment from The Meeting Room.

10. Alcoholic Beverages: Alcoholic Beverages are to be consumed **ONLY** inside The Meeting Room and on the outside patio. Rehoboth Beach ordinances do **NOT** allow alcohol to be consumed on the sidewalk, RBPL parking area or public streets. If alcohol is being sold at the event, The Renting Party must contact The Delaware Office of Alcohol Beverage Control to secure any license or permit required. Copies of any such license or permit must be presented to the RBPL seven (7) days prior to The Rental Period.

11. Liability: The RBPL assumes no responsibility or liability for any loss or damage to The Rental Party or any person present in or around The Meeting Room or Library building itself during The Rental Period. The individual(s) signing this agreement shall be in attendance for the duration of the function. The Rental Party assumes full responsibility for any and all actions of its guests including any damage to The Meeting Room, Library Building or its furnishings.

Fourteen (14) days before the event, The Renter must provide the RBPL with a Certificate of Liability Insurance naming the RBPL Certificate Holder as 'Additional Insured' and which shall provide for a minimum of One Million(\$1,000,000.00) dollars in coverage. The RBPL reserves the right to reject any insurance coverage which it shall deem, in its sole discretion, to be insufficient or inappropriate. In the event that an insurance policy, as set forth above, is not received by the RBPL fourteen (14) days prior to the event, then, in such event, the RBPL may declare the lease to be null and void, and of no further effect and may retain any deposit monies as liquidated damages.

A. DAMAGE LIABILITY OF RENTER: By accepting this lease, the Renter covenants and agrees to be responsible for all damages maliciously, intentionally, or negligently caused by the Renter and/or its agents, employees, visitors, and guests to any of the property of the Landlord, and the Renter hereby agrees to indemnify the Landlord from any and all damages so caused.

B. NEGLIGENCE LIABILITY OF RENTER: Renter agrees that it will indemnify and save harmless Landlord from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or property on the leased Premises, which arise out of the act, failure to act, or negligence of Renter, its agents or employees.

C. OBLIGATION OF RENTER TO REPORT ANY INJURY: In the event Renter and/or any of its agents, employees, visitors or guests, should suffer an injury, or about the rental premises, regardless of cause, then, in such event, Renter shall immediately contact an ambulance service to ensure that emergency care is administered as soon as possible. Once the situation is stabilized, Renter will report the same to the RBPL by filling out an Injury Incident Report Form.

12. Insurance: The RBPL shall have no obligation in regard to insurance on the Premises, the improvements thereon, or the contents therein, except to protect the RBPL's interests. The Renting Party must obtain their own insurance such as The Renting Party should deem necessary to protect their own interests.

13. Security: The RBPL has the right to require security personnel to be on site or to have a RBPL representative present for the duration of the event.

14. Cancellations: The RBPL may cancel this agreement due to acts of nature with a full refund of all payments. The Renting Party may cancel up to sixty (60) days prior to the event, provided, however, that, in the event that said cancellation the RBPL shall retain 50% of the rental deposit as liquidated damages. If said cancellation is made less than sixty (60) days prior to the reservation date, then, in such event, there shall be **NO REFUND** of the rental deposit.

15. Sublet: The Renting Party may not sublet this agreement under any circumstances, without the express, written permission of the RBPL, which permission may be withheld for any reason, or for no reason at all, at the sole discretion of the RBPL.

16. Remedies of RBPL: The RBPL reserves the right to pursue any and all remedies against the tenant given to it herein or by law. The RBPL may pursue such remedies against the tenant either separately or concurrently. The termination of this lease shall not prevent the RBPL from pursuing a claim against the tenant for unpaid rent or damages or any other remedy for a breach of any covenant by the tenant. Neither shall the surrender of possession of the premises to the RBPL prevent the RBPL from pursuing any and all claims against the tenant as stated above. The bringing of any action for rent, damages, or breach of covenant herein shall not be construed as a waiver by the Lessor of the right to obtain possession of the demised premises.

17. Acceptance of Premise: The Renting Party agrees that it has inspected The Meeting Room and its equipment and the same are in proper condition for The Renting Party's use during The Rental Period.

18. Alterations and Improvements: The Renting Party may not make any alterations or improvements to the Premises.

19. Law/Successors and Assigns: This lease shall be governed by the laws of the State of Delaware and shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Renting Party _____

Print

I (We) have read the above and agree to be bound by the stated policies in this contract.

Signature Date

Address (Print) City State Zip

Email Phone

Organization (if applicable) _____
Name (Print)

Address _____

Return Security Deposit to (select one): _____ Renting party _____ Organization

RBPL Rental Manager _____

Date _____

Make check payable to RBPL and mail to:

Rehoboth Beach Public Library
Attn: Rental Manager
226 Rehoboth Avenue
Rehoboth, De. 19971

Staff Use		Filled out by & Date: _____
RSVP request date: _____	Event Time: _____ to _____	
Arrival Time: _____	Departure Time: _____	Nonprofit IRS ID# _____
Liability insurance company # _____	Date rec'd & initial _____	
Rental Fee Worksheet		Payment
Hours _____ * Rate _____ = _____	50% signing due date/total _____	
AV Equipment (+30) _____	Pay date, type, initial _____	
Kitchen (+50) _____	Final pay & security due date/total _____	
Patio (+100) _____	Pay date, type, initial _____	
Afterhours (+150) _____	Staff monitoring _____	
Security Deposit (+150) _____	Clock in: _____ Clock out: _____	
Cleaning service (+70) _____	Hours: _____ Pay: _____	
Total _____	Security Deposit Return \$ _____ Chk# _____	

Rehoboth Beach Public Library

Upstairs Meeting Room Amenities

Please check amenities you will be using and how many

Tables and Chairs Included

- Tables
 - (12) 6ft rectangular # _____
 - (12) card tables # _____
 - (12) 60in round # _____
- Chairs
 - (100) metal folding # _____
 - (72) padded fabric armless# _____

Kitchen Access (\$50/day)

- Sink
- Warming Station appliances
 - Microwave
 - Stove
 - Oven
- Refrigerator

Patio (\$100/day)

- 1000 sq. ft. outside patio facing Rehoboth Avenue

AV equipment (\$30/day)

- Audio/Visual Cart
 - Laptop Computer
 - Projector
 - Speakers
- Blackout Shades
- Ethernet and Electrical Outlets
- Recessed projection screen
- Podium
- Microphone
- Wii gaming console

After Hours (\$150/day)

- End after normal Library hours

Cleaning Service (\$70/day)

- Cleaning Service

Other Included

- Coat rack
- Restrooms/ Men's and Women's with changing tables
- Janitor closet with mop sink
- Non-functioning fireplace

Meeting Room Cleaning Checklist

- Remove any decorations
- Clear all counters
- Make sure nothing is left in the refrigerator
- Wipe down counters in kitchen
- Wipe down Tables and Chairs (clear of any substance)
- Break down all tables place on storage cart
- All folding chairs placed on rolling cart and all fabric chairs stacked on dollies
 - Chairs fit on rolling cart when all facing the same way
- Sweep floors
- Restrooms clear
- Remove all garbage in kitchen and restrooms & dispose in receptacles in rear of the building
- Turn off all lights and Fan