

THE RIVER ROOM
New Castle Senior Center, Inc. ("Senior Center")
400 South Street
New Castle, DE 19720
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RENTAL AGREEMENT

TERMS OF AGREEMENT:

Rental Policy:

- All events must be concluded and the Space fully vacated by the Renter in accordance with this Agreement by 11:00 pm.
- Upon execution of this Agreement, a \$200 non-refundable deposit is required. Following Renter's execution of this Agreement, Renter shall have a 3 day grace period in which to cancel this Agreement without Renter forfeiting the deposit. Beyond such 3 day grace period, any cancellation by Renter will result in a loss of such deposit. If Senior Center cancels the Event at any time, which it may do at its discretion, the deposit may be returned to Renter in accordance with this agreement. If the Event occurs, the deposit will be applied towards the rental fee.
- The rental fee for the Space is \$690 for a 6 hour period of time. Rental of the Space for a period of less than six hours may be considered at a rate of \$115/hour; provided, however, that in no event shall Senior Center be obligated to agree to such lesser period and Senior Center reserves the right to require a rental period of 6 hours. The rental fee includes use of the Space as provided herein only and does not include any services. If additional time is required, it will be charged at a rate of \$40/hour and will be subject to availability of the Space and subject to Renter's compliance with the terms of this Agreement in all respects.
- Rental of the Space for a two hour meeting on a weekend may be considered at a rate of \$110.
- Weekday rentals for meetings may be considered at a rate of \$55/ hour with a two hour minimum. A \$55 non-refundable deposit is required, as well as a security deposit equal to the amount of the rental.
- A **security deposit** in the amount of \$400 is also required, to be paid 3 weeks prior to the event. The security deposit will be deposited in a separate, non interest bearing account. It is the Renter's responsibility to leave the Space in the same condition as it was found. This must be done the same day as the Event. Failure to do so will result in the loss of the security deposit. The security deposit shall serve as a contingency fee and may be levied upon by Senior Center in the event of any damage or injury caused to the Space during Renter's use or Renter's failure to make any payments due or owing hereunder or to comply with any obligation hereunder. Unless otherwise provided herein, within five business days following the end of the Event, or after the repair of the damage if necessary, Senior Center will refund the security deposit, less the costs of damages and less any amount of payments due or owing hereunder, in an amount solely determined by Senior Center. The security deposit shall in no way limit Renter's responsibility for the actual costs of damages or the full amounts of fees and/or other charges due or owing to hereunder.
- The rental fee and the security deposit are due in full 3 weeks prior to the Event.

- Failure to remit a rental fee or security deposit in a timely manner as provided herein will forfeit earlier deposits and result in a cancellation of the scheduled Event.

Rental Space:

- Space covered by the rental agreement includes The River Room, Activity room, kitchen, coat room, rest rooms, patio and parking lot only (collectively, the "Space"), provided, however, that the parking lot shall be used for parking purposes only and not for any other purpose. The Space shall not be used for any purpose other than to hold the Event.
- No food or drink is permitted in the Activity room or other carpeted areas.
- Space not included is any other space located at or near the New Castle Senior Center, including, but not limited to, staff offices, closets, reception area, the Health Center and the Booker T. Washington School.
- The Space is rented as provided hereunder on an "as-is, where-is" basis, with all faults. Renter acknowledges and agrees that neither Senior Center nor any other party has made any representations or warranties with respect to the Space including, without limitation, the condition of the Space or the suitability of the Space for purposes of holding the Event, the same being the sole obligation of Renter to determine, nor have any of them made any promise to decorate, alter, repair or improve the Space. Renter's possession of the Space constitutes its full acceptance of the Space and shall be conclusive evidence against Renter that the Space was in good repair and satisfactory condition, fitness and order when such possession was taken.
- At the expiration or earlier termination of the Event, Renter shall immediately quit, surrender and deliver possession of the Space to Senior Center and shall return the Space to Senior Center in the same or better condition that existed at the time Renter took possession.
- The Senior Center has and takes no responsibility for any damage to vehicles or incidents that may occur in the parking lot during the Event, or that are left in the parking lot after the Event.
- If the Space, or any part thereof, shall be destroyed by fire, flood, hurricane or any other natural disaster or acts of God, or if any casualty or unforeseen occurrences render the fulfillment of this Agreement difficult or impossible for Senior Center to perform, this Agreement and the rights granted hereunder may be terminated by Senior Center. Upon such termination, Senior Center shall refund to Renter, or, as the case may be, release Renter from liability for payment of, an appropriate portion of the fees assessed hereunder based upon Renter's available use of the Space, and such refund shall be Renter's sole remedy for such termination.
- Renter shall not do, or permit to be done, any injury or damage to the Space or any part thereof. In the event of any such injury or damage to the Space, Renter shall reimburse Senior Center, in addition to forfeiting any or all of the security deposit, for the full cost of such injury or damage. Renter shall not make, or permit to be made, any alterations of any kind to the Space without the prior written consent of Senior Center.
- Senior Center may, in its sole judgment, evacuate the Space in the event of any threat or perceived threat to safety or for other reasons of safety. Senior Center retains the right to interrupt the Event in the interest of safety, and to likewise cause the termination of the Event when in the sole judgment of Senior Center such act is necessary in the interest of safety. Renter hereby waives any claims for damages or compensation from Senior Center resulting from any such evacuation, interruption and/or termination. Senior Center reserves the right to make announcements, including, but not limited to, announcements that Senior Center deems (in its sole judgment) to be necessary in the interest of safety, at any time during the Event.

Decorations:

- Decorations are permitted, with the following exceptions:
 - No decorations or substances of any kind are to be used on wall surfaces
 - No tape or adhesive of any kind is to be used on floor
 - No confetti or glitter are to be used
 - Any decorations, supplied and/or used by the Renter, must be removed by the expiration time stipulated in this Agreement, i.e. if the rental terminates at 10:00 pm, then all clean up must be concluded by this time to allow for lockup and securing the Space.
 - It is the Renter's responsibility to procure and to set up tables and chairs to suit his/her needs.
 - All decorations are subject to Senior Center's advance approval.

Violation of these rules will result in an automatic forfeit of \$100 from security deposit.

Food:

- The kitchen may be used only for the warming of food only, not for any cooking or food preparation.
- The dishwasher is not available for rental events and is not to be used.
- Any utensils, pots, pans or other cooking equipment inside the kitchen cabinets are not available for rental events and are not to be used.
- The ice machine, refrigerator and freezer may be used by the Renter. Any food or beverage in the kitchen belonging to the New Castle Senior Center is not to be used by the Renter. Any appliances utilized must be left in the same condition they were found by the completion of the event. All food, beverage and other trash must be disposed of at the responsibility of the Renter in the appropriate trash containers. No food, beverage or other items are to be left in the refrigerator or freezer. Failure to comply may result in the loss of all deposits and termination of this Agreement and the Event.

Deliveries:

- Any deliveries, including food and flowers, are to be arranged for the day of the Event at the responsibility of the Renter, and must be scheduled at a time when the Renter or designated Contact Person is present to accept deliveries. Senior Center personnel will not accept deliveries for any events.
- Any rental equipment (i.e. chairs, tables, dishes, etc) must be removed from the Space at the end of the rental unless prior approval is given. Failure to comply may result in the loss of all deposits and termination of this Agreement and the Event.
- The Renter or designated Contact Person must be present for the arrival of any contractors (djs, entertainers, caterers) for set up on the day of the Event.

Compliance with Law; Alcohol Policy

- Renter shall comply with, and shall cause each Permitted Person to comply with (a) all federal, state, county, and municipal laws and regulations (including the New Castle City Code and Fire Code) and (b) any other lawful guidelines or restrictions Senior Center may, in its sole discretion place on the Event. Renter shall obtain at its own expense, and shall cause all of its contractors, vendors, performers and agents to obtain, all necessary and/or required governmental permits, authorizations and other approvals required to be obtained in connection with the Event and shall promptly pay all taxes, excises or other fees therefor. Renter shall not suffer or permit to be done

anything at the Space in violation of any laws, guidelines, rules, regulations, permits, authorizations or other approvals. Renter shall conduct, and shall cause all Permitted Persons to conduct, its activities with full regard to public safety, and shall observe and abide by all applicable regulations promulgated by duly authorized governmental agencies responsible for same.

- Senior Center reserves the right to eject or cause to be ejected from the Space and the Event any person or persons whose conduct is deemed objectionable in the sole judgment of Senior Center. Neither Senior Center, nor anyone claiming under Senior Center, shall be liable for damages that may be sustained because of Senior Center's exercise of such right of ejection.
- Alcohol is permitted at the Event, provided however that alcohol shall not be sold at the Event unless it is sold by a licensed caterer holding an off premises caterer's license to serve alcohol issued from the Delaware Alcohol and Beverage Commission. The Renter is responsibility for supplying, or causing the supply of, all alcohol.

Entertainment:

- No event, performance, or any part thereof, shall be held at the Event or on the Space which is determined (by Senior Center in its sole discretion) to be illegal, indecent, obscene, immoral or publicly offensive. Senior Center may require that any and all portions of the Event deemed illegal, indecent, obscene, immoral and/or offensive by Senior Center (in its sole discretion) be immediately deleted or modified to the extent necessary to remove its illegal, indecent, obscene, immoral and/or offensive character. Senior Center hereby reserves the right to tape or videotape the Event, or any part thereof, for purposes of reviewing the contents of same for any of the foregoing characteristics. Renter hereby represents and warrants that it has valid, properly executed and enforceable contracts with all performers involved with the Event. Renter shall submit copies of all such contracts to Senior Center upon its request.

Capacity:

- The maximum capacity for an Event is 120 people.

Liability:

- The Renter is responsible for all guests. Renter is liable for all damages or loss to the Space, and its equipment, décor or fixtures that may occur. Renter is responsible for monitoring and controlling the alcohol consumption of guests.
- The New Castle Senior Center assumes no liability for loss or damage to person or property associated with the use of the Space or the Event.
- Renter agrees to save Renter and its members, directors, officers, employees, agents, servants, contractors, successors and assigns from, and indemnify each of them from and against any and all injuries, losses or damages and any and all claims for injuries, losses or damages of whatever nature including, without limitation, third-party claims and claims of Renter's contractors, vendors, performers, guests and other attendees of the Event (collectively, "Permitted Persons"), in any manner, caused by, resulting from, or relating to, or claimed to have been caused by, resulted from, or related to (a) Renter's breach of any of its obligations contained in this Agreement, (b) any act, omission or negligence of Renter or anyone claiming under Renter (including, without limitation, any Permitted Person), (c) Renter's, or any Permitted Person's use, occupancy or possession of the Space or (d) setting up, holding, conducting, tearing down or removing the Event. Renter hereby releases, acquits and forever discharges Senior Center (and anyone

claiming under Senior Center) from any and all claims, actions, demands and damages related to this Agreement, the Space, the rights granted hereunder or the Event.

Default/Termination:

- If (a) Renter defaults in the payment of any amount required to be paid hereunder, (b) Renter or any Permitted Person defaults in the performance or observance of any other agreement or condition to be performed or observed by Renter under this Agreement or (c) any person shall levy upon, or take this Agreement or any interest herein upon execution, attachment or other process of law, then, in any of the above events, Renter shall be in default under this Agreement and Senior Center lawfully may immediately, or at any time thereafter, and without any further notice or demand, terminate this Agreement and enter into and upon the Space or any part thereof in the name of the whole, and hold the Space as if this Agreement had not been made, and expel Renter and anyone claiming under Renter (including, but not limited to, any permitted person). Upon such termination, Renter shall be liable for the full amount of any fees and all other charges provided for herein, and any deposits paid shall be retained by Senior Center.

Governing Law:

- The terms of this Agreement shall be enforced and interpreted in accordance with Delaware law, without regard to its conflict of laws principles.

By signing this agreement, I agree to the terms as stated above. I also agree that I am solely responsible for any property damage or bodily injury that may occur in connection with my, or my guests' use of the Space or the Event.

Signature

Date

Senior Center Staff Signature

Date

Renter(s) Information

Name _____

Street _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

E-mail _____

Contact Person for day of the event _____

Phone Number _____

Date(s) and time(s) of rental _____

Type of rental/event ("Event") _____

Number of Guests _____

Cost of rental _____

Deposit received: Yes _____ No _____ Date received _____

Date security deposit is due _____

Date balance is due _____

Special Considerations/Notes:

Frequently Asked Questions/ Highlights of Rental Agreement

1. The River Room has seating for up to 120 people.
2. All rentals must be concluded, with the Space fully vacated, by 11:00 pm.
3. We do not contract with any specific caterer. You may use a caterer of your choice or do the food yourself.
4. Alcohol is permitted provided you are not charging for it (i.e. a cash bar). If you are charging for alcohol, you must have a caterer with an off premise liquor license.
5. No food or drink is permitted in the Activity room or other carpeted areas.
6. Decorations are permitted; however, no decorations of any kind may be put on the walls, no confetti or glitter may be used, and no tape or other adhesive can be used on floor. Violation of these rules will result in an automatic forfeit of \$100 from security deposit.
7. A six hour rental is \$690. Included in this 6 hours are set up time, clean up time, and the Event. If additional time is needed, this will be charged at a rate of \$40/hour. The Space is available to you only during the time period that you have paid for. If contractors (i.e. caterer, dj, florist, etc) need to be here earlier than the time you have paid for, you must pay for additional time. For example, if you have paid for the Space from 4:00-10:00, the Space will not be open for the caterer to come and bring the food at 2:00 unless you have paid for additional time. The Event must be terminated and the Space returned to the condition it was found in by the end of the rental time period or additional time must be purchased.
8. A \$200 non-refundable deposit is required to secure the date and will be applied to your rental fee. Three weeks before the event, the balance of the rental fee is due, along with a \$400 security deposit. The security deposit is intended to be applied to the cost of any damage to the premises beyond any reasonable wear and tear. Within 5 business days after the event, or after the repair of the damage if necessary, a refund check will be issued in an amount no greater than the security deposit.
9. Any deliveries, including food and flowers, are to be arranged for the day of the Event at the responsibility of the Renter. The Renter or a representative must be present to accept deliveries.
10. All coordination of contractors (caterer, dj, florist, etc) must be done by the Renter or representative. The Renter should not give out the senior center's phone number or have the

contractor contact the senior center directly to arrange delivery. The Renter or representative must be present at the arrival of all contractors.

11. At the end of the Event, the Space must be restored to the condition it was in prior the event. This includes: moving any furniture back to its original place, taking out trash, disposing of any leftover food or beverages, cleaning up any spills, taking down any decorations, etc. If the Renter will not be there at the end of the night, he/she must identify a contact person who will be responsible for this.

Please note, the senior center is in a residential neighborhood and therefore we ask people to be respectful of our neighbors. Music should be kept at a reasonable volume, with no excess bass. Doors and windows should remain shut, so the noise does not travel to our neighbors. Finally, once the event is over, the party shouldn't continue into the parking lot.