

Village Improvement Association

(Located at 415N.Boardwalk, Boardwalk and Grenoble, P.O. Box 144)

Send Contract to:

Mary Gears

15 Autumnwood Way

Lewes, DE 19958

viaeve09@aol.com

2020 VIA Non-Member Contract

This Rental Agreement is made by and between The Village Improvement Association (hereafter 'VIA' or 'Landlord') and _____ (hereafter 'The Renting Party' or 'Renter' or 'Tenant'). The location will be referred to as 'The Clubhouse' or 'Leased Premises'.

Terms and Conditions

Rental Fee	\$1,750
50% of rental fee due at signing	\$ 875
Balance due 30 days before date of the event	\$875
Damage deposit due 30 days before date of event (check only)	<u>\$1,000</u>
Total due by _____	\$2750.

1. Rental Period: The Renting Party shall have the use of The Clubhouse on _____, 20 __. Use of the Clubhouse will be for a period of 6 hours between the hours of _____ and _____ (The 'Rental Period'). An additional 3 hours of set up time will be allowed for the event. The Rental period shall not extend past 11PM.

Number of Guests _____

2. Damage Deposit: A damage deposit shall be collected from The Renting Party thirty (30) days before the date of the event. The Rental Manager or VIA representative will inspect the clubhouse within 24 hours both before and after the event to determine if damages have occurred. Damages of any kind to the kitchen, restrooms, tables, chairs, or any property or assets of the VIA in or around the clubhouse will be deducted from the Damage Deposit. The cause, nature and amount of said damages shall be solely determined by the VIA. 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 VIA 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 or tend to disturb other residents or occupants of the building or subdivision. 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 business purposes.

B. No Pets are allowed on or about the Premises.

4. **Maximum Capacity:** To comply with state and local fire codes, no more than one hundred and seventy-five (175) persons shall be permitted in the clubhouse at one time.

5. **Rental Tables, Chairs and Other Equipment:** The Renting Party has the use of tables and chairs in The Clubhouse. (See attached list.) Prior to The Rental Period, the VIA must approve The Renting Party's use of tables, chairs or other equipment other than those already in The Clubhouse. 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 Clubhouse. 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 clubhouse or on the outside grounds.

7. Rules:

a. **The fireplace is non-functional.** It is for decorative use only!

b. **Doors** are to be kept **unlocked** during the period of the event. Upon conclusion of the event all doors and windows are to be locked and all lights turned off.

c. **Smoking is NOT permitted** on VIA premises, both inside and outside the building.

d. **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.

e. **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)

8. Kitchen: The VIA recommends that The Renting Party use a Licensed Caterer. A list of local caterers is available upon request.

9. End of Rental Period Procedures: The Renting Party (and the Licensed Caterer) shall:

Remove all boxes and food and place all trash in the appropriate outside receptacles.

a. **Clean** all counters and surface work areas including the stove and refrigerator.

b. **Turn Off** all appliances. (Refrigerators are left on.)

c. **Remove** all rented dishes, glasses, silverware and other material equipment from The Clubhouse.

10 Alcoholic Beverages: Alcoholic Beverages are to be consumed **ONLY** inside The Clubhouse and on the deck. Rehoboth Beach ordinances do **NOT** allow alcohol to be consumed on the boardwalk, beach, VIA parking lot 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 VIA five (5) days prior to The Rental Period.

11 Liability: The Village Improvement Association assumes no responsibility or liability for any loss or damage to The Rental Party or any person present in or around The Clubhouse 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 Clubhouse or its furnishings.

Sixty (60) days before the event, The Renter must provide the VIA with a Certificate of Liability Insurance for (1)one million dollars (standard amount) naming the VIA Certificate Holder as 'Additional Insured'. The VIA 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 VIA sixty (60) days prior to the event, then, in such event, the VIA 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.

12. **Insurance:** The VIA shall have no obligation in regard to insurance on the Premises, the improvements thereon, or the contents therein, except to protect the VIA'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 VIA has the right to require security personnel to be on site or to have a VIA representative present for the duration of the event.
14. **Cancellations:** The VIA may cancel this agreement due to acts of nature with a full refund of all payments. The Renting Party may cancel with 50% of the deposit refundable up to 60 days prior to The Rental Date. **NO REFUNDS THEREAFTER**
15. **Sublet:** The Renting Party may not sublet this agreement under any circumstances, without the expressed, written permission of the VIA, which permission may be withheld for any reason, or for no reason at all, at the sole discretion of the VIA.
16. **Remedies of VIA:** The VIA reserves the right to pursue any and all remedies against the tenant given to it herein or by law. The VIA may pursue such remedies against the tenant either separately or concurrently. All legal cost for litigation shall be paid by the Rental Party. The termination of this lease shall not prevent the VIA 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 VIA prevent the VIA 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 Clubhouse 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.
20. The **TV and Pull Down Video Screen** are the only electronic equipment that may be used.

Renting Party _____
Print

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

Signature (SEAL) Date

Address (Print) City State Zip

Email Phone

Organization (if applicable) _____
Name (Print)

Address _____

VIA Rental Manager _____ **Date** _____

**Make check payable to VIA and mail to:
Mary Gears
15 Autumnwood Way
Lewes, DE 19958**

VIA Equipment Listing

17 PARKING SPACES/NO PARKING IN CENTER LANE
(Fire Marshall)

150 FOLDING CHAIRS

15 FOLDING CARD TABLES

2 (3X5) FOLDING TABLES

1 (3X6) FOLDING TABLE

1 (3X9) BANQUET TABLE (36" x 108")