MECHANICSVILLE VOLUNTEER FIRE DEPARTMENT, INC.

P.O. Box 37 * 28165 HILLS CLUB ROAD
MECHANICSVILLE, MARYLAND 20659-0037
www.mvfd.com

RENTAL AGREEMENT/CONTRACT

This is a rental contract made this _____day of _____, 20__, between MECHANICSVILLE VOLUNTEER FIRE DEPARTMENT, INC., of Maryland hereinafter referred to as LANDLORD, and _____hereinafter referred to as TENANT.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE - TERM AND RENT

LANDLORD rents its social hall for a term of ____hours on_____ between the hours of ____.M. and _____.M. at the rental cost of _____to hold a _____ function/activity.

A deposit of _____ payable at signing this contract shall be required to assure the reservation.

All rental payments shall be made to the LANDLORD at Mechanicsville Volunteer Fire Department within **30 DAYS** of the date for use of the social hall.

SECTION TWO - UNLAWFUL OR DANGEROUS ACTIVITY

TENANT shall neither use nor occupy the premises or any part thereof for an unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct its' activities in a manner constituting a nuisance of any kind. TENANT shall immediately, on discovery of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity, and TENANT shall at all times remain responsible to LANDLORD for all acts of TENANT, his agents, servants, employees, guests and invitees.

SECTION THREE - INDEMNITY

TENANT shall indemnify and hold harmless LANDLORD against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by and on behalf of any person or entity arising out of either (1) the failure by TENANT to perform any of the terms or conditions of this Rental Contract, (2) any injury or damage happening on or about the demised premises to any person whomsoever, or (3) failure to comply with any law of any governmental authority.

SECTION FOUR - DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Rental Contract by TENANT:

(1) If TENANT shall fail to pay LANDLORD any rent when the rent shall become due and shall not make the payment within **30** days after notice thereof by LANDLORD to TENANT.
(2) If TENANT shall fail to perform or comply with any of the conditions of this Rental Contract.

SECTION FIVE - EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Four, the rights of LANDLORD shall be as follows:

(1) LANDLORD shall have the right to cancel and terminate this Rental Contract immediately upon written or oral notice to TENANT.

(2) LANDLORD shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, buy any expenditure for the correction by LANDLORD shall not be deemed to waive or release the default of TENANT or the right of LANDLORD to take any action as may be otherwise permissible hereunder in the case of any default.

(3) LANDLORD may re-enter the premises immediately and remove the property and personnel of TENANT, and store the property in a public warehouse or at the place selected by TENANT, at the expense of TENANT. After re-entry LANDLORD may terminate the Rental Contract on giving immediate oral or written notice of termination to TENANT. On termination LANDLORD may recover from TENANT all damages proximately resulting from the breach, which damages shall be immediately due LANDLORD from TENANT.

SECTION SIX - LIABILITY OF LANDLORD

TENANT shall be in exclusive control and possession of the let premises, and LANDLORD shall not be liable for any injury or damage to any property or to any person on or about the let premises nor for any injury or damage to any property of TENANT. The provisions herein permitting LANDLORD to enter and inspect the let premises are made to insure that the TENANT is in compliance with the terms and conditions hereof and made repairs that TENANT has failed to make. LANDLORD shall not be liable to TENANT for any injury on the premises for inspection purposes.

SECTION SEVEN - REPRESENTATION BY LANDLORD

At the commencement of the term, TENANT shall accept the building and improvements and any equipment in their existing condition and state of repair, and TENANT agrees that no representations, statements, or warranties, express or implied, have been made by or in behalf of LANDLORD in respect thereto, except as contained in the provisions of this Rental Contract, and LANDLORD shall in no event be liable for any latent defects.

SECTION EIGHT - WAIVER

The failure of LANDLORD to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that LANDLORD may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION NINE - SURRENDER OF POSSESSION

TENANT shall, on the last hour of the term, or on earlier termination and forfeiture of this Rental Contract, peaceably and quietly surrender and deliver the demised premises to LANDLORD.

SECTION TEN - TOTAL AGREEMENT/CONTRACT: APPLICABLE TO SUCCESSORS

The Rental Agreement/Contract contains the entire agreement between the parties and cannot be changed or terminated without a written instrument subsequently executed by the parties hereto. This Rental Contract and the terms and conditions here of apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION ELEVEN - APPLICABLE LAW

This contract shall be governed by and construed in accordance with the laws of the State of Maryland.

SECTION TWELVE - TIME OF THE ESSENCE

Time is of the essence in all provisions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Rental Contract on the month, day and year first above written.

Attest:

MECHANICSVILLE VOLUNTEER FIRE DEPARTMENT, INC.

_____ Representing LANDLORD
Printed Name and Signature

_____ TENANT
Printed Name and Signature

MVFD RENTAL CLOSE-OUT CHECK LIST

- ALL DOORS SECURED AND LOCKED
- ALL TRASH IN DUMPSTER
- EXHAUST FANS TURNED OFF
- ALL STOVES AND FRYERS TURNED OFF
- KITCHEN CLEANED
    - INCLUDES FRY BASKETS WASHED AND PLACED ON DRYING RACK
- ALL PERSONAL ITEMS REMOVED
- REMOVE YOUR ITEMS FROM WALK-IN/WET BAR
- ALL TABLES CLEANED
- CHECK RESTROOMS (remove personal items)
- ALL LIGHTS TURNED OFF
- NO ICE ON THE GRASSY AREAS

RENTERS INITIALS: _____

MECHANICSVILLE VOLUNTEER FIRE DEPARTMENT, INC.

P.O. BOX 37 • 28165 HILLS CLUB ROAD
MECHANICSVILLE, MARYLAND 20659-0037

Incorporated 1937 Founded 1934

Date Contract Signed: _____ Initials _____

Date Security Deposit Received: _____ Initials _____

Date Balance Received: _____ Initials _____

Added Cost for Fryer Use: _____ Initials _____

Total Cost of Hall Rental: _____ Initials _____

Date Security Deposit Returned: _____

Name: _____

Address: _____

_____

Phone Number: _____