

Poppa Joe's Grove (S.F.D.)
2020 - AGREEMENT AND RELEASE
(EFFECTIVE: October 12, 2020)

AGREEMENT AND RELEASE between SELLERSVILLE FIRE DEPARTMENT, hereinafter "LESSOR"
and _____ hereinafter "LESSEE".

Date(s) of Rental: _____

In consideration of the mutual covenants hereinafter set forth, each party hereto intending to be legally bound hereby agrees as follows:

LESSOR agrees to lease to LESSEE Poppa Joe's Grove and facilities located at 2 North Main Street, Sellersville, PA, 18960

LESSEE agrees to pay Grove rental in accordance with the Fee Schedule, which is made a part hereof and incorporated by reference herein.

LESSEE agrees to be solely responsible for full and complete supervision of all persons upon the leased premises who are using and enjoying the facilities and premises under and pursuant to this Lease.

LESSEE is requested and agrees to provide a Certificate of Liability Insurance naming the "Sellersville Volunteer Fire Department" as "an additional insured Certificate holder"

In consideration of the leasing of the premises described above by the LESSOR to the LESSEE, the LESSEE for themselves, their heirs, executors, administrators, successors, and assigns (as the context may require) hereby releases, acquits and forever discharges the LESSOR, its officers, directors, agents, members, servants and employees from any and all actions, claims, compensation, consequential damages, punitive damages, expenses, including legal counsel fees, or any other thing whatsoever on account of, or in any way arising out of, any and all property damage, personal injury, illness, death or any other thing which results from any accident, injury or occurrence that arises out of the leasing, use or enjoyment of these premises.

LESSEE agrees to indemnify, defend, and hold LESSOR harmless and fully reimburse LESSOR, its officers, directors, agents, members, servants and employees from any and all actions, claims, compensation, consequential damages, punitive damages, expenses, including legal counsel fees, or any other thing whatsoever on account of, or in any way arising out of, any and all property damage, personal injury, illness, death or any other thing which results from any accident, injury or occurrence that arises out of the leasing, use and enjoyment of these premises. In the event legal action is brought against LESSOR as a result of any accident, injury, or occurrence, arising from LESSEE's leasing, use or enjoyment of these premises under this Lease, LESSEE assumes full legal responsibility, if any, to said injured or damaged person or party and agrees that this Lease shall evidence and prove LESSEE's agreement to indemnify, defend and hold harmless and fully reimburse LESSOR for any and all claims brought forth against LESSOR.

This Agreement and Release shall not be pleaded by the LESSEE as a bar to any claim or suit, nor asserted as an admission of liability against the persons, firms, and corporations hereby released.

This Agreement and Release contains the entire agreement between the parties hereto, and its terms are contractual and not a mere recital. Any reference herein to the masculine, feminine or neuter gender shall be deemed to include any gender which the context of such reference shall require.

The LESSEE hereby executes and delivers this Agreement and Release to induce the LESSOR to lease the premises to the LESSEE.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____ day of _____.

SELLERSVILLE FIRE DEPARTMENT

LESSEE: _____

Address: _____

Telephone: _____

E-mail address: _____

(A) **FEE SCHEDULE****(A1) Grove Rental Options – Choose applicable:**

___ **Grove Rental 1: FOUR HUNDRED- FIFTY Dollars (\$450.00) / Time: 6:00 a.m. – 10:00 p.m.**

- Includes: 1) Use of main pavilion
 2) Use of barbeque pavilion
 3) Use of kitchen
 4) Use of refreshment building
 5) Use of stage
 6) Use of restrooms
 7) Use of Grove grounds

___ **Grove Rental 2: TWO HUNDRED SEVENTY - FIVE Dollars (\$275.00) / Time: 6:00 a.m. – 10:00 p.m.**

- Includes: 1) Use of main pavilion
 2) Use of restrooms
 3) Use of Grove grounds

___ **Grove Rental 3: Refreshment Building – Individual Option
ONE HUNDRED - FIFTY Dollars (\$150.00)**

___ **Grove Rental 4: Kitchen Building – Individual Option
ONE HUNDRED - FIFTY Dollars (\$150.00)**

___ **Grove Rental 5: Special Event / Large Group Rental - \$_____**

___ **1 Day “Add-on” for Grove Set-up / Clean-up: TWO HUNDRED SEVENTY - FIVE Dollars (\$275.00)**

___ **2 Day “Add-on” for Grove Set-up / Clean-up: FOUR HUNDRED - FIFTY Dollars (\$450.00)**

___ *Optional Chairs Rental: (two choices)

1) **Lessee** set-up and take down = TWO Dollars (\$2.00) each (x) _____ (qty) = _____ total

Note: Failure to take down chairs and store on stage will result in loss of security deposit

2) **Lessor** set-up and take down = THREE Dollars (\$3.00) each (x) _____ (qty) = _____ total

___ *Optional Folding Tables 8’ x 3’: FIVE Dollars (\$5.00) each

\$5.00 each (x) _____ (qty) = _____ total

___ * Relocation of Aluminum picnic tables:

FIVE Dollars (\$5.00) each (x) _____ (qty) = _____

Available only with 2 Day “Add-on” Grove Set-up / Clean-up Day Options Only

Includes: 1) Moving existing picnic tables out of pavilion and away from premises

2) Moving Picnic tables back under pavilion after event is completed

___ *Optional Propane / Charcoal Grill Rental: FORTY-FIVE Dollars (\$45.00)

– Lessor will supply Propane / Lessee must supply charcoal

– Lessee is responsible for cleaning the grill when rental is over

– Thirty Dollars (\$30) charge to the Lessee will be applied if grill is not cleaned.

Charge will be deducted from “Damage security deposit”.

___ *Optional Wedding Arbor Rental: EIGHTY-FIVE (\$85.00)

- _____ Classic Style

- _____ Rustic Doorway Style

- _____ Hexagon Style

(A1) Grove Rental Options - Continued

___ * Optional Whiskey Barrel(s) Rental: **TWENTY-FIVE** Dollars (\$25.00) each
\$25.00 each x ___ (qty) = _____ total

___ *Optional Large Gathering Table(s) Rental: **FORTY** Dollars (\$40.00) each
\$40.00 each x ___(qty)= _____ total

(A2) Rental Down Payment

TWO HUNDRED TWENTY - FIVE Dollars (\$225.00) down payment is required to reserve the Grove.

The payment and signed Agreement must be returned to the Fire Department within thirty (30) days to hold Reservation date.

Failure to return the payment and signed Agreement within thirty (30) days shall result in the cancellation of the grove rental reservation.

The balance of the grove rental charge is due no later than 30 days prior to the date of the grove rental.

(A3) "Damage Security Deposit"

ONE HUNDRED - FIFTY Dollar (\$150.00) **refundable** "Damage Security Deposit" is required within 30 days of the contract signing. Pending no damage has occurred to the Grove property caused by Lessee and/or Lessee's guests during the time allotted for rental, The Damage Security Deposit will be approved and refunded to the Lessee within 60 days after the event. (x)_____

(B) RULES AND REGULATIONS

1. Lessee is responsible for any and all damages to the grove buildings, refrigerator walk-in, taps, and any other equipment and for the loss of all equipment including, but not limited to, damage or loss caused by outside caterers.
2. All decorations must be removed when rental is complete by the Lessee.
3. If an outside caterer is used, the caterer must provide proof of liability insurance coverage at the time the grove is rented. A current Certificate of Insurance naming: Sellersville Fire Department as Certificate Holder will need to be Emailed to POPPAJOESGROVE@SELLERSVILLEFD.COM.
4. Lessee is responsible for controlling the use of alcoholic beverages. Distribution and or consumption of alcohol is prohibited to and by persons under the age of 21. Lessee must provide bartenders during the event if Alcoholic beverages are being dispensed. Lessor assumes 0% liability for any harmful actions taken by intoxicated guest(s) towards the guest's own person or any other person(s).
5. **Swimming** is not permitted in Poppa Joe's Pond nor the East Perkiomen Creek section along the Fire Department's Property.
6. **Fishing** in Poppa Joe's Pond is "CATCH AND RELEASE" only.

7. **All trash** is to be placed in proper containers supplied by Lessor. Fifty-Five (55) gallon trash bags are to be used in containers and are to be supplied by the Lessee.

8. **Pets** are allowed on the premises. All pets must be kept on their leash at all times. Pet owners are 100% responsible for cleaning up after their pets. Pet owners are 100% responsible for the actions of their pets. The lessor takes noresponsibility for any actions by the pets or pet owners deemed harmful to other guests. Lessee may choose not to allow pets on the premises during the contracted event.

9. **Small contained camp fires** are only allowed in the fire pit area. No portable fire rings allowed in the Grove. Any small campfire in the fire pit area must be extinguished completely by the end of the event by the Lessee.

10. **No Parking in Grass.** Parking in only permitted in the parking lot. Parking in any grass area can result in loss of **Damage Security Deposit**

11. **No tape** such as duct tape or any heavy duty tape is allowed to be used on any interior or exterior wall surface. Only painter's tape is allowed.

CANCELLATION POLICY:

*** Cancellation by the Lessee after 60 days prior to the scheduled rental date will result in forfeiture of the Lessee's **Rental Down Payment** (\$200.00). (x) _____

ACCEPTANCE

I, _____, the LESSEE, do hereby acknowledge, understand, and agree to comply with the above Fee Schedule and Rules and Regulations.

The deposit and signed Agreement must be returned to LESSOR within thirty (30) days, but no later than _____. Failure to return the deposit and signed Agreement within thirty (30) days shall result in the cancellation of the hall rental reservations and forfeiture of the deposit and the LESSOR may lease the facilities for that date to another party without incurring any obligation or liability to the LESSEE.

Date

LESSEE

(C) PAYMENT LOG

Checks made Payable to:

Sellersville Fire Department

Mail to:

**2 North Main St.
PO BOX 315
Sellersville PA 18960
(Attention: Grove)**

- 1) Grove Rental \$ _____ @ ___ Day(s)
- 2) 1 Day "Add-on" \$ _____
- 3) 2 Day "Add-on" \$ _____
- 4) Optional Chairs Rental \$ _____
- 5) Table rentals \$ _____
- 6) Table Relocation \$ _____
- 7) Optional Grill Rental \$ _____
- 8) Optional Wedding Arbor Rental \$ _____
- 9) Optional Whiskey Barrel(s) Rental \$ _____
- 10) Optional Large Gathering Table(s) Rental \$ _____
- 11) Sub total \$ _____
- 12) Less Down Payment (A2) \$ _____
- 13) Rental Balance \$ _____
- 14) Additional payments (rcvd) \$ _____
- 15) Additional payments (rcvd) \$ _____
- 16) Balance Due: \$ _____ Date Due: _____

17) **Damage Security Deposit (A3)** (Separate check) \$ _____

Check # _____ \$ _____ Dated: _____
 Check # _____ \$ _____ Dated: _____
 Check # _____ \$ _____ Dated: _____

Check # _____ \$ _____ Dated: _____
 Check # _____ \$ _____ Dated: _____
 Check # _____ \$ _____ Dated: _____