

**SELLERSVILLE FIRE DEPARTMENT**

**Poppa Joe's Grove -- RENTAL AGREEMENT AND RELEASE**

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 agree as follows:

LESSOR agrees to Rent to LESSEE only on the Date(s) of Rental, the Leased Area (as selected on Attached Grove Rental Options per attached fee schedule) known and designated as "Poppa Joe's Grove" and any agreed facilities located at 2 North Main Street, Sellersville, PA, 18960.

The purpose of the Rental (required by insurance) is:

\_\_\_ Personal \_\_\_ Charitable \_\_\_ Other (please specify) \_\_\_\_\_

LESSEE agrees to pay LESSOR the Leased Area 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 including guests upon the leased premises who are accessing, using and/or enjoying the leased Area facilities and premises under and pursuant to this Lease. To the extent LESSEE brings or hires any vendors, LESSEE'S Agreement includes responsibility for and supervision of said Vendors who are LESSEE's Agents. LESSEE and its Agents (including any equipment or vehicles) may access the leased area only through designated areas of ingress and egress for the agreed purpose of the Rental.

CERTIFICATE OF LIABILITY INSURANCE REQUIRED -- LESSEE agrees to provide a Certificate of Liability Insurance naming the "Sellersville Fire Department" and the "Ladies Auxiliary of the Sellersville Fire Department" as "an additional insured Certificate holder" and supply written proof to LESSOR no later than the earlier of Thirty 30 days after the contract is signed, or at least 30 days in advance of the Dates of Rental. Said Certificate must contain a liability limit of no less than **\$1,000,000.00 per person/occurrence for personal injury as well as property damage per event**. The Certificate shall also include a Directors and Officers Endorsement. Failure to supply evidence of this coverage by the required deadline shall result in Lessee's forfeiture of the Rental and any security deposit.

RELEASE OF LESSOR FROM ANY LIABILITY - In consideration for the Rental, the LESSEE for themselves, heirs, executors, administrators, hereby releases, acquits and forever Releases and discharges 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 Rental. LESSEE acknowledges it has had opportunity to inspect the Rental in advance of signing this Agreement and acknowledges the Grove Rental area is satisfactory.

FULL INDEMNIFICATION AND DEFENSE OF LESSOR -- To the fullest extent permitted by Pennsylvania law, LESSEE agrees to defend, indemnify and hold harmless LESSOR its officers, directors, members, agents, servants, employees volunteers, successors, and assigns, including as well all members, directors, officer, agents, servants employees, volunteers successors and assigns of the Ladies Auxiliary of the Sellersville Fire Department ("Indemnified Parties") from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, assessments, awards, deficiencies, judgments, settlements, and penalties, including, without limitation, costs, and expenses whatsoever (including, without limitation, court costs and

attorneys' fees, consultants' and other professional fees and disbursements) incident thereto (collectively "Losses"), arising out of, based upon, occasioned by or reasonably related to the Rental. Such defense and indemnification shall include any claim for compensation; consequential damages; punitive damages; expenses in any way arising from property damage, personal injury, illness, death or any other thing which results from any accident, injury or occurrence that arises out of the Rental. In the event a claim or legal action is brought against LESSOR as a result of anything alleged herein, LESSEE agrees 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 reasonably related to the Rental.

ENTIRE AGREEMENT -- 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.

FORCE MAJEURE -- If LESSOR is prevented from completing performance of any or all its obligations under this Agreement by an act of God, terrorist act, pandemic, or any other occurrence beyond its control, then LESSOR shall be excused from further performance on notice to LESSEE stating the reason for the nonperformance.

LIMITATION OF DAMAGES BY LESSOR - The extent of LESSOR'S responsibility for any damages on any claim by LESSEE for any breach of this Agreement by Lessor will be restricted solely to the return of the LESSEE'S Deposit money under this Agreement.

PREMISES OR BUILDING DAMAGE OR DESTRUCTION – LESSEE agrees to return the Leased Area in the same condition it had been rented hereunder. LESSEE is liable for any damage and/or destruction to any area of Grove Rental herein.

PROHIBITION ON ASSIGNMENT BY LESSEE – LESSEE may not assign this Agreement without LESSOR's express advanced written consent.

AMENDMENTS MUST BE IN WRITING This Agreement may be amended only in writing and if signed by both Parties. The requirement of a writing to modify this Agreement CANNOT BE WAIVED.

RULES REGULATIONS – LESSEE Agrees to be bound the **Rules and Regulations**, attached and incorporated as part of this Agreement.

MISCELLANEOUS. This Agreement is made in Pennsylvania and will be construed according to Pennsylvania Law. If any part of this Agreement is found to be invalid, it will not invalidate the remainder of the Agreement.

INDUCEMENTS The LESSEE hereby executes and delivers this Agreement and Release to induce the LESSOR to Rent the LEASED AREA to LESSEE during the dates of Rental.

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

X \_\_\_\_\_ X \_\_\_\_\_

SELLERSVILLE FIRE DEPARTMENT

LESSEE(print name) \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_

Telephone: \_\_\_\_\_

## **(B) RULES AND REGULATIONS**

1. LESSEE is responsible for all damages including but not limited to the Leased Area buildings, pavilion, refrigerator walk-in, kitchen appliances, refreshment bar taps and any other Fire Department Leased Area property. Damages and/or loss of Fire Department Leased Area property caused by any guest of the Lessee and/or outside caterers are the responsibility of the LESSEE.

2. All decorations must be removed when rental is complete by LESSEE.

3. If an outside caterer is used, the caterer must provide proof of liability insurance coverage at the time the Leased Area is rented. A current Certificate of Insurance naming: "Sellersville Fire Department" and Ladies Auxiliary of the Sellersville Fire Department as the Certificate Holder will need to be emailed to

[POPPAJOESGROVE@SELLERSVILLEFD.COM](mailto:POPPAJOESGROVE@SELLERSVILLEFD.COM)

\*Caterers are expected to thoroughly clean up any appliances and buildings used by their staff during an event. LESSEE may lose their "Damage Security Deposit" if there is failure to clean up thoroughly and promptly after an event has concluded. \*

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 **Responsible Alcohol Management Program (RAMP)** certified bartender(s) during the event if Alcoholic beverages are being dispensed. LESSOR is not on site during the event and therefore assumes 0% liability for any harmful actions taken by intoxicated guest(s) of the LESSEE towards the guest(s) own person(s) or any other person(s) during or after the LESSEE's contracted event.

5. **Swimming** is not permitted in Poppa Joe's Pond nor the East Perkiomen Creek section on the Fire Department's Property. No lifeguards are supplied by LESSOR.

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 the black trash containers and are to be supplied by the Lessee. At the end of the event, all trash is to be transferred over to the large blue trash totes located in the parking lot. Failure to dispose of trash properly will result in the loss of the LESSEE's "Damage Security Deposit".

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 no responsibility 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 campfires** are only allowed in the fire pit area. Any campfire must be overseen and managed by a responsible adult of 18 years or older. No portable fire rings are allowed in the Leased Area. Any small campfire in the fire pit area must be extinguished completely by the end of the event by the LESSEE. Failure to extinguish all campfires will result in the loss of the LESSEE's "Damage Security Deposit".

10. **No Vehicles on any Grass area.** Parking is only permitted in the parking lot. No motor vehicles (except golf carts) are allowed on the pathway to the restrooms. Vehicle parking or driving on any grass area will result in the loss of LESSEE's "Damage Security Deposit".

11. **No Tape, Adhesive or Fasteners including but not limited to** duct tape, double sided tape, any type of heavy duty tape, scotch tape, command strips, tacks, staples, nails, etc. are allowed on any picnic table or building structure which is not designated for hanging decorations (interior or exterior surfaces).

Decorations may be fastened to designated areas only. Decoration designated areas under the pavilion are marked by horizontal 2"x4" wooden studs which are located on the truss supports around the entire pavilion. Decoration designated areas on the Kitchen and Refreshment buildings are hooks which are located under the eaves of the buildings. Hanging any decorations outside of the designated areas located on the buildings will result in the loss of the Lessee's "Damage Security Deposit".

12. **All items** brought to the Leased Area by the LESSEE and their guests must be removed at the end of the event.

13. **All Structures Rented** must be cleaned of trash and debris at the end of the event.

#### **Summary of Damages**

**Any and all damages to the LESSOR's Grove Property sustained during the LESSEE's event will be the full responsibility of the LESSEE to properly repair or pay for, as deemed necessary by the LESSOR, in order to restore the Leased Area items in question back to full capacity.**

**Damages include but are not limited to: Any damaged picnic tables, any damage to the pavilion structure and contents, any damage to the kitchen structure and contents, any damage to the refreshment building structure and contents, any damage to trees, any damage to the pond or fountains, any damage to the restrooms and contents, any unextinguished fires, any damaged fencing, any trash not disposed of properly or any trash left behind, any temporary or permanent paint markings on any structure owned by the LESSOR, etc.**

#### **(C) CANCELLATION POLICY:**

\*\*\* Any cancellation of the Rental by LESSEE must be in writing to LESSOR. Cancellation must take place at least 60 days in advance of the Rental date. Failure to cancel at least 60 days in advance of the Rental date shall result in LESSEE'S forfeiture of the LESSEE'S **Rental Deposit of Payment**. **LESSEE** may be obligated to pay the full rental amount in the event that LESSOR is unable to fill the Rental date with another comparable rental.

**ACCEPTANCE**

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

I agree to provide the deposit to LESSOR by no later than thirty (30) days following the date of signature.

I understand that any failure to provide the deposit within thirty (30) days shall result in cancellation of these reservations and my forfeiture of the initial deposit to LESSOR. In that instance, LESSOR shall have no further obligation to rent the facilities to myself or my organization as LESSEE and would have no obligation to in any way refund any deposit to LESSEE

\_\_\_\_\_

Date

X \_\_\_\_\_

LESSEE (Print name) \_\_\_\_\_