

West Cape May Volunteer Fire Company

Banquet Facility Agreement

This rental agreement entered into on this date, _____ between the West Cape May Volunteer Fire Company, (the Company) whose address is 732 Broadway, P.O. Box 533, West Cape May, New Jersey, 08204, and

Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: Day: _____ Evening: _____ Cell: _____

Fax: _____ E-Mail: _____

Date of Event: _____

****Date will only be held for 30 days unless deposit is made****

Start Time: _____ Ending Time: _____

Type of Event Banquet Wedding Meeting Luncheon Other _____

Type of Refreshment None Beverages Only Hors d'oeuvre Buffet Dinner
 Sitting Dinner Other _____

Estimated Attendance: _____

Set Up Time: _____

Caterer: _____

The Caterer must contact the Company at least two weeks in advance to make the necessary arrangements

Entertainment: _____

The Entertainment must contact the Company at least two weeks in advance to make the necessary arrangements.

SERVICES PROVIDED

The Company will provide the use of the banquet room, its restrooms, and limited access to the kitchen facility, tables (guest, head, cake and gift), chairs, and portable Bar, and portable dance floor.

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The company will not provide china, glassware, flatware, linens, food or any utensils to prepare food, caterer, entertainment, or other such services.

Both parties, in writing, must mutually agree upon any changes, revisions, additions, or deletions made to this agreement.

A Company representative will be available at all times during your function to answer any questions.

FEES:	1 TO 100	101 TO 195
Room Rental (up to four hours)	\$600.00	\$1000.00
Additional Time		
Full Kitchen Rental		
Audio Rental		
Other: _____		
Total Fees	<u>\$600.00</u>	<u>\$1,000.00</u>

FEE SCHEDULE:

Payment \$200.00 Due Date _____

Payment \$200.00/\$400.00 Due Date _____

Payment \$200.00/ \$400.00 Due Date _____

Internal Use Only

Received _____

Received _____

Received _____

All checks should be made payable to the West Cape May Volunteer Fire Company.

TERMS AND CONDITIONS

All agreements are made upon and are subject to the rules and regulations of the West Cape May Volunteer Fire Company and the following conditions. The agreement constitutes the final, complete and exclusive written expressed communication, representation, promises or statements, whether oral or written, by any party or between the parties.

Payments

The initial payment of \$200.00, to reserve the banquet facility is due upon the return of this signed and must be made within 30 days to guarantee date Agreement; the second installment of \$200.00/ \$400.00 is due 60 days prior to the event, with the balance of \$200.00/\$400.00 to be paid on or before _____ .

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Cancellation

The Company will refund 100% of the initial deposit if the cancellation is in writing and received by the Company 120 days prior to the Date of the Event; 50% of the initial deposit if the cancellations is received 90 to 119 days prior to the Date of the Event; and zero % if not received 89 days prior to the Date of the Event.

Time Guidelines

The banquet room will be available for setup or decorating a maximum of two hours prior to the event's scheduled start time; additional time may be allowable if prearranged and approved by the Company. Deliveries and setup times should be scheduled at least two weeks prior to the event. All vendor professionals (DJ, Band, Caterer, etc.) have one-half hour to complete breakdown of equipment; additional time will be billed at \$25.00 per 15 minutes. Please advise all applicable vendors that these charges will be deducted from your security deposit. The allowed time is four hours from the scheduled start time. Additional time is available for a fee of \$75.00 per hour.

Transfer of Agreement and Sublet

This rental agreement pertains to the undersigned Applicant only, and does not allow the contact to be transferred. In addition, applicant will not sublet the banquet facility.

Kitchen

The kitchen facility is only available for holding and plating of food; other arrangements can be made for food preparation for a fee to be determined. The Caterer is responsible for cleaning the kitchen and food serving area, including cake area. All trash is to be removed to the trash receptacle provided. A fee of \$100.00 will be charged to the Applicant (or deducted from the deposit) if the kitchen is not returned to its pre-use condition.

Entertainment

Entertainment is booked by the Applicant and is solely their responsibility. All entertainment is subject to approval by the Company.

Smoking

Guests will refrain from smoking within the building. In accordance with New Jersey State Law, no smoking is allowed in a public use facility.

Display, Decorations and Signage

We ask that you do not use displays, decorations, and/or signage without prior approval. The Company does not permit affixing any material to the walls, floors, or ceilings with nails, staples, pushpins, tape or other substances unless given prior approval. The client must remove decorations of any type. Birdseed, bubbles, tissue hearts or freeze-dried rose petals are permitted to be thrown outside. Please no rice, to protect the birds.

Audio Equipment

For your convenience, audio equipment is available to rent for a fee of \$50.00.

Parking

Guests are to park in the main center parking lot, the parking area along the entrance way must be available for emergency purposes.

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Insurance

The Applicant must, at their own expense, obtain general liability insurance and liquor liability insurance in amounts satisfactory to the Company. Each such policy shall name the West Cape May Volunteer Fire Company and the Borough of West Cape May as additional insured. Such insurance shall be considered primary of any similar insurance carried by the Company. Certificates of insurance shall be delivered to the Company at least one week prior to the event.

In addition, all Applicant contracted vendors must provide proof of general liability insurance at least one week prior to the event. \$1,000,000.00

Damage and Liabilities

The Company shall not be held responsible for its failure to perform this Agreement if such failure is due to war, revolution, labor problems, strikes, fire, flood, weather, acts of God, restrictions upon travel, food, beverages or supplies, or any other causes beyond its control.

The Applicant agrees to be responsible for any damages or losses to the property or by the third persons or their property caused by the Applicant, guest or vendors hired by the Applicant.

The Company shall not assume any responsibility for damage or loss of any merchandise or any articles left at the banquet room prior to, during or following the event.

All contracts with outside vendors are the responsibility of the Applicant, not the Company.

Indemnification

The Applicant shall defend, indemnify and hold The West Cape May Volunteer Fire Company and the Borough of West Cape May, its officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of such liability, loss expense attorney's fees, or claims of injury or damage caused by or resulting from the negligent or intentional acts or omissions of the Applicant, its guests, vendors and other agents.

ACKNOWLEDGEMENT

If the Terms and Conditions of this Agreement are acceptable, please sign, date and return the original to the West Cape May Volunteer Fire Company along with your initial check for \$200.00.

APPLICANTS

WEST CAPE MAY VOL. FIRE CO.

Accepted By: _____ By: _____

Accepted By: _____ Title: _____

Date: _____ Date: _____