



RENTAL AGREEMENT

Waterfowl Building, Festival Hall

40 S. Harrison Street * Easton, MD * 410-822-4567 * facts@waterfowlfestival.org

Rental Dates (include set up & breakdown): _____

Event Date(s): _____

Lessor: Waterfowl Festival, Inc. Lessor's Rep.: _____

Lessor's Phone: (o) 410-822-4567 Emergency Cell: _____

Lessee Name/ Organization: _____

Event Name or Description: _____

Event Start: _____ Event End: _____ No. of Attendees expected: _____

Contact Business/ Person: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Address: _____

RENTAL FEE total: \$950 (includes day before and day after rental date) due upon booking.
All rentals charged a \$200 cleaning fee included in price listed above.
DAMAGE DEPOSIT of \$200 due upon booking.
(Separate checks required for Rental Fee AND Damage Deposit
Payable to WATERFOWL FESTIVAL INC)

A. COORDINATION; COMMUNICATION

1. The Lessee shall provide a designee who will be present at all times during the rental period to address all questions and needs of the event goers, volunteers, exhibitors and other persons associated with the event. The Lessee's designee will also be accessible via cell phone to Lessor's Representative if there are questions or concerns during the rental activities. Lessor's Representative can be reached during office hours at (410) 822-4567 and after hours at the phone number noted above.
2. During the rental period, the Lessee and/or Lessee's designee will provide all supplies, equipment, tools and other miscellaneous items that may be needed by the event including any volunteer, exhibitor or other person associated with the event. **The Waterfowl offices will not provide phone service, fax service, copy service, supplies, equipment, tools or any other similar services or assistance to the Lessee or to any persons associated with the event.**

_____ Lessee Initials of Acknowledgement

B. THE RENTAL PREMISES

1. The Rental Premises includes ONLY the front and rear entrance halls, the Festival Hall, the restrooms and the elevator. No other use of room is included in rental terms, for example, the board room or offices on the top floor or main floor. If Lessee desires to utilize the kitchen or the stage, consent from the Lessor must be requested and authorized at least ten (10) days before the rental period.
2. The Rental Premises does not include the exterior grass area. If Lessee desires to erect a sign in the grass area, consent from the Lessor must be requested at least ten (10) days before the rental period begins. Lessor grounds need to be maintained as they were found, including any debris from event shall be cleaned and removed from the premise within the allotted rental terms.

- 3. The double doors leading from the Festival Hall to the Lessor’s lobby/office area will be kept closed from 8am - 5pm, Monday through Friday. The small door at the front of the Festival Hall by the elevator must be used for accessibility to the restrooms and kitchen. Lessee may not use the lobby for discussions, meetings or cell phone conversations from 8am - 5pm, Monday through Friday, as these are Lessor’s business hours. **In short, while we are happy to offer support if needed, we ask the Lessee and their staff to please be considerate of WF employees who are working.**
- 4. Use of the kitchen requires review of Section I and must be authorized by Lessor prior to event.

_____ Lessee Initials of Acknowledgement

C. ELEVATOR USE

- 1. Ingress and egress through the exterior South Street elevator vestibule will be permitted **for handicapped use only**. The South Street elevator entrance is to remain closed and locked at all times. The Lessee’s designee should provide a person to either: (a) man the South Street elevator entrance, or (b) man the elevator intercom system in the Armory lobby.
- 2. Access to the elevator for setup and tear down activities, whether by exhibitor or volunteer, shall be through the through the exterior vestibule on South Street. Lessor or any WF Staff will not accept or coordinate any deliveries on behalf of the Lessee, to include, but not limited to rental, caterer, or other contracted service company for Lessee.

WF Staff to instruct how to operate the elevator ahead of event and any use of elevator. To operate the elevator for deliveries, do not apply pressure to the elevator door to keep it open. Instead, the UTA key must be turned to the “STOP” service setting after doors have completely opened. The door will then remain open and on that floor until the UTA key is turned back to “RUN” service setting. To restore normal service, the UTA key must be turned to the “RUN” service setting.

- 3. Lessee agrees that if a “Genie Forklift” machine is used during setup and breakdown, it will ensure that a layer of carpeting topped with plywood will be placed on the Lessor’s tiled floor (in elevator and hallway) to minimize damage to the floor. The carpeting and plywood will be a width of the machine, so as to disperse the weight of the machine. Lessee is not to go over the weight limit of the elevator which is certified at 3,500 pounds. See Section G.

_____ Lessee Initials of Acknowledgement

D. FRONT DOOR ENTRANCE

The Entrance to the Armory front door has a combination lock. Lessor will provide that access code the week of your rental. Lessee will assure that all doors, including the front door, rear doors of Festival Hall, garage door, and elevator vestibule door, of the Armory are locked and secured when leaving the premises/ and building is left unattended. The Lessee shall be responsible for unlocking and locking the doors for their event including, volunteers, exhibitors, and other persons associated with the event. Lessor will not be responsible for locking and unlocking front door entrance for Lessee event terms.

_____ Lessee Initials of Acknowledgement

E. TABLES AND CHAIRS

The Waterfowl Festival has 60 metal chairs available for use. Lessor cannot guarantee number of chairs available for use at any given time. Lessee must confirm number of chairs requested to confirm availability. Waterfowl Festival encourages 3rd party rental company to provide rental equipment’s such as, but not limited to, tables and chairs as needed for event. Any Waterfowl Festival equipment authorized for use for Lessee’s event are to be set up and returned to their storage space (in garage) by rental group **IN THE SAME CONDITION AS RECEIVED**. Any Lessor equipment stored in the venue may not be used for any events. **Lessee requests [redacted] chairs.**

_____ Lessee Initials of Acknowledgement

F. SECURITY SERVICES, CUSTODIAL, TRASH REMOVAL SERVICES AND STAFFING

Security services, custodial, trash removal services and staffing are the responsibility of the Lessee.

- 1. The Lessee understands and acknowledges that the Lessor will not be providing any security or custodial services during your rental period. The Lessee will provide for such services at its own expense. The Lessor is not responsible for any damages, injury, loss or stolen theft, incurred during the length of term of the Lessee event. The Lessee agrees to inform the Lessor’s Representative of the name of the persons/companies providing such services at least 10 days before the rental period begins.

2. All trash must be removed from the property by the conclusion of the rental period. Food waste should be removed immediately after the event. Lessor provides restroom trash cans and 2 large trash bins. Trash liners are not provided by Lessor. Lessee to coordinate and provide appropriate trash receptacles according to guest count and event type, dependent on food and drink. Town trash pick-up occurs daily in the early morning. If the event ends on a Sunday, trash should be placed on South Street at the curb. If the event ends any other day of the week, Lessee must remove the trash from the property. If trash is left in the building or on the property, additional charges may apply.

3. Restroom paper products will be reasonably stocked by the Lessor prior to the event date. During the event, the restrooms must be cleaned by Lessee daily and frequently maintained when the event is open to the public. Restrooms shall be restored to their original condition, **including removal of all trash**, by the end of the rental period. Lessor does not restock the restrooms during the event.

_____ Lessee Initials of Acknowledgement

G. DEPOSIT & DAMAGES

The Cleaning/Damage Deposit noted on page one is due with submission of the agreement and rental fee. This deposit must be a separate check. The check will be held and returned if the rental premises, and all other items, including the floors, doors and walls, are returned in the same condition as upon the beginning of the rental period. Expenses incurred by the Lessor for trash removal, cleaning or repair of damages shall be deducted from the deposit check. Expenses in excess of the deposit will be the responsibility of the Lessee.

_____ Lessee Initials of Acknowledgement

H. CERTIFICATE OF INSURANCE

A Certificate of Insurance or single event policy with liability limits of \$1,000,000 is required. It must include Waterfowl Festival Inc. as **additional named insured** (if being used by an organization) **or as additional covered premises** (if being used by an individual lessee), and be forwarded to the Lessor at least two weeks prior to the rental date. Contact your insurance agent for more information.

_____ Lessee Initials of Acknowledgement

I. GENERAL TERMS

Lessor understands that rental companies are unable to pick up rented tables, chairs and other rented items on Sundays and therefore allows such items to be picked up on the Monday after a weekend event. However, all other unauthorized occupancy of the Rental Premises (whether by people, trash, Lessee decorations, belongings or other event items) beyond the date outlined in this agreement, will result in a \$200/day charge for the Lessee for up to 2 days. After 2 days, the Lessor shall dispose of any remaining event related items and charge the costs against the Lessees damage deposit.

Music must cease by 11:00pm and premises vacated by midnight. According to Talbot County Law, there is **NO SMOKING** anywhere in the building. By order of the Fire Marshall, a **maximum of 375 persons** are permitted in the building at one time. During the event hours, Lessee is required to unlock the two emergency exits in the drill hall, by removing the metal security bar. After the event, Lessee must replace and secure the metal bar across the two emergency exits on each door to secure the building prior to vacating.

Lessee is not allowed use of the overhead balcony due to limited weight constraints.

If liquor is being served, Lessee agrees to provide a temporary **Alcohol License** permit by Talbot County Board of Liquor License Commissioners (410-770-8019) as required. Lessor requires bartenders to be Maryland TIPS certified as applicable.

Licensed caterers and recommended rental companies will be provided in event packet. If Lessee would like to request service that is not on the provided list, it must be reviewed and approved by Lessor prior to 30 days of the event. Please be advised if not using a licensed caterer, Lessee will have to go through the Talbot County Health department for a temporary food permit.

No candles or open flame. Caterer can provide covered cooking canned heat sternos to heat and warm catered food service only.

_____ Lessee Initials of Acknowledgement

Please provide vendor contacts below as applicable:

Event Planner (name/phone/email): _____

Caterer (name/phone/email): _____

Rental Company (name/phone/email): _____

AV Company (name/phone/email): _____

SIGNATURE:

I have read and agree to all of the above listed conditions, and initialed of acknowledgment of each section.

Lessee's Printed Name: _____

Signature of Legal Representative: _____ Date: _____

Lessor's Printed Name: _____

Lessor's Signature: _____

FOR OFFICE USE ONLY
Date Agreement Sent _____
Signed Agreement Received _____
Insurance Certificate Received _____
Rental Fee, Check No. _____
Cleaning/Damage Deposit, Check No. _____
Elevator Keys Returned _____