

East Norwalk Improvement Association

51 Van Zant Street, Norwalk, Connecticut 06855

VAN ZILEN HALL COMMUNITY ROOM RENTAL CONTRACT

GENERAL INFORMATION:

1. The maximum rental time for *Van Zilen Hall Community Room* is **six (6) hours**.
2. The rental cost for the facility is **\$60/hour**. Plus an additional **\$50 fee** is charged for security and custodial services for rentals up to four (4) hours in length. An **\$80 fee** is charged for security and custodial services for any rental in excess of four (4) hours in length to the maximum rental time of six (6) hours.
3. **A security deposit of fifty percent (50%) of the total rental fee is required to hold your rental date.** This deposit will be refunded to the renting party, subject to the terms and conditions set forth in the Rental Application. Please be advised that **alcoholic beverages are prohibited** in Van Zilen Hall Community Room *unless the rental party hires a police officer for the event* (see Rental Agreement for additional details). Any failure to abide by this rule and any other term or condition set forth in the Rental Agreement will result in a forfeiture of your security deposit. **There are no exceptions.**

Example of Rental Fee: 4-hour event:

4 hours x \$60/hour	\$240.00
Custodial and Security Services	50.00
Security Deposit (50%)	<u>145.00</u>
TOTAL:	\$430.00*

***NOTE:** If all terms and conditions set forth in the Rental Application, the Security Deposit will be returned.

Example of Rental Fee: 6-hour event:

6 hours x \$60/hour	\$360.00
Custodial and Security Services	80.00
Security Deposit (50%)	<u>220.00</u>
TOTAL:	\$660.00*

***NOTE:** If all terms and conditions set forth in the Rental Application, the Security Deposit will be returned.

By my initials here _____ I acknowledge my understanding and agreement to the General Information as noted above and the contract that follows.

TERMS AND CONDITIONS OF RENTAL:

1. **Security Deposit.** A security deposit of fifty percent (50%) of the total rental fee is required to hold the rental date. Except as provided in the last sentence of this Section 1, this fifty percent (50%) security deposit will be refunded to the rental party within fourteen (14) days following the rental date if (a) the rental party vacates the premise timely in accordance with paragraph 3 below, (b) there is no damage to the Van Zilen Hall Community Room, which determination shall be in the sole discretion of the East Norwalk Improvement Association, and (c) the rental party has abided by all other terms and conditions set forth below.

Any violation of the terms and conditions set forth in this Rental Agreement shall result in a forfeiture of the aforementioned Security Deposit. A cancellation by the Rental Applicant less than thirty(30) days prior to the event also shall result in a forfeiture of the security deposit.

2. Fees and Payment Terms. The rental cost for the facility is \$60/hour. **In addition,** a \$50 fee is charged for security and custodial services for rentals up to four (4) hours in length. A fee of \$80 is charged for security and custodial services for any rental in excess of four (4) hours in length to the maximum rental time of six (6) hours. Payment terms related to rental of the Van Zilen Hall Community Room are as follows: (a) fifty percent (50%) of the total rental fee is due upon execution and acceptance of the Rental Agreement and (b) fifty percent (50%) of the total rental fee is due two weeks in advance of the rental date. **Payment may be made by bank check or money order only,** payable to the East Norwalk Improvement Association.

3. Occupancy of Rental Hall. The maximum rental time for Van Zilen Hall Community Room is six (6) hours. The Van Zilen Hall Community Room will be opened and locked up at the times set forth in this Rental Agreement by building security personnel retained by the East Norwalk Improvement Association. All doors to the building are equipped with an alarm. Exits marked for emergency use only must be clear of material and debris. The Van Zilen Hall Community Room must be vacated by the contracted end time. **The hall will not be rented out beyond 11 :00 p.m.** The renting party must plan the event hours to allow for clean-up and exiting of the Van Zilen Hall Community Room by the contracted end time, but in any event not later than 11 :00 p.m.

4. Clean-up of Van Zilen Hall Community Room. The renter shall be responsible for removal of all decorations and any items/property brought to the Van Zilen Hall Community Room by the end of the event. The renter also shall be responsible for the removal of trash from the Van Zilen Hall Community Room and accompanying restrooms. All trash must be placed in the dumpster provided near the rear of the building. All appliances and equipment used in connection with the kitchen facilities shall be left clean. All tables and chairs shall be put back in proper stands and racks. No chairs, tables or other items from the Van Zilen Hall Community Room shall be moved to portions of the hall, hallways, or outside the facility. All spills shall be cleaned up and wet mopped using only water. Cleaning equipment is provided in the kitchen area. **Seating capacity is a maximum of 100 persons per order of the Fire Marshall, City of Norwalk.**

5. Alcoholic Beverages; Illegal Substances. **The use of illegal substances in Van Zilen Hall is strictly prohibited. The consumption of alcoholic beverages in Van Zilen Hall Community Room is strictly prohibited unless the renting party hires a police officer, at their expense, for the event.** In such event, the renting party must provide the East Norwalk Improvement Association with written documentation evidencing that a police officer has been retained no later than two (2) weeks prior to the event date. Additionally, the police officer must arrive thirty (30) minutes prior to the event start date and remain at the event until all parties have vacated the facility and security has locked the premise. Failure to adhere to these rules will result in an immediate termination of the event and may subject the renter and/or its guests to civil and criminal liability. Building security personnel shall notify the East Norwalk Improvement Association of such violation and the East Norwalk Improvement Association may, in its sole discretion, prohibit the rental of the Van Zilen Hall Community Room for future events.

Rental Applicant Initials _____

6. Flames/Open Fires. Use of any flames, open fires or propane tanks in Van Zilen Hall Community Room is strictly prohibited by order of the Fire Marshall, City of Norwalk. **Failure to adhere to this rule will result in an immediate termination of the event.**

7. Decorations. - The "use" of rice, bird-'seed; "confetti" or any other similar material is prohibited in the Van Zilen Hall Community Room. **No scotch tape or masking tape is allowed on beams, columns or woodwork.**

Rental Applicant Initials _____

8. Police Presence. The East Norwalk Improvement Association reserves the right to require that a police officer be hired at the renter's expense for any party. In such event, the renting party must provide the East Norwalk Improvement Association with written documentation evidencing that a police officer has been retained no later than two (2) weeks prior to the event date. Additionally, the police officer must arrive thirty (30) minutes prior to the event start date and remain at the event until all parties have vacated the facility and security has locked the premise.

9. Admission Charge to Events. A charge for admission may not be made for any function at Van Zilen Hall Community Room. Failure to adhere to this rule will result in an immediate termination of the event.

10. Discretion of Building Security Personnel. The building security personnel maintains the right, on behalf of the East Norwalk Improvement Association, to close down any rental function where a rule or regulation set forth herein is violated and may, in their reasonable discretion, contact the Norwalk Police Department if any issues result there from.

11. General. Renters have contracted for use of Van Zilen Hal Community Room only. Congregating in the parking lot, steps to the East Norwalk Library and other surrounding areas is strictly prohibited.

12. Indemnification. Renter acknowledges that they have read the foregoing rules and regulations related to rental of the Van Zilen Hall Community Room. Renter assumes all responsibility and liability for any loss, damage or claim arising out of or from their use of the facility and agrees to indemnify and hold harmless the East Norwalk Improvement Association, the Third Taxing District, Security and Custodial Personnel and any agents of the East Norwalk Improvement Association from any and all losses, claims or damages resulting there from.

13. Amendments. No amendment, modification or waiver may be made to this Rental Agreement unless executed in a written document executed by both parties hereto.

14. Governing Law. This Rental Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law rules.

RENTAL APPLICANT or "renter"

The East Norwalk Improvement Association

Signature:	Signature:
Print Name	Print Name:
Date:	Date

OFFICE USE ONLY:

Deposit Paid / Amount:	Bank Check / Money Order Number:
Received by:	Date Received:
Balance Paid / Amount:	Bank Check / Money Order Number:
Received by:	Date Received.

SI INGLÉS ES SU SEGUNDA LENGUA:

Mi firma abajo certifica que el hecho de que yo he leído, o me han explicado el contrato y sus detalles. Yo entiendo y acepto la responsabilidad total de los requisitos y las limitaciones incluidas en el contrato.

Nombre: _____ **Firma:** _____

Fecha: _____