

Hall's Store Rental Agreement

Welcome to Hall's Store, a historic replica of the former Hall's Store, built by W. S. Hall in 1800 on his farm. It became known as the Village of Hall's Store, and is now located in Ocean View, Delaware. The Store is situated behind the Tunnel-West House at 39 Central Avenue. When visiting the Store, please park in the lot behind it with access off West Avenue.

The Hall's Store design and construction was completed in 2020 following years of fundraising efforts by the Historic Village in Ocean, its caretakers. This unique facility is adjacent to the Town of Ocean View's John West Park.

There is a maximum capacity of 100 visitors, and the venue offers the main meeting room, bathrooms, a well-equipped kitchen, and two covered-porch areas. The facility is suited for receptions, meetings, family celebrations, and more!

RENTAL AGREEMENT FOR USE OF FACILITIES

This agreement is made _____ (month) ____ (day) of ____

(year) by and between the Historic Village in Ocean View (referred as the "VILLAGE") and	to
(referred to as the "USER").	
1. Premises	
The VILLAGE agrees to make available to USER the grounds and Meeting Room inside Hall's Store, located at the Historic Village in Ocean View, 39 Central Avenue, Ocean View, Delaware for the time, date, and purpose indicated below:	
(a) On the date(s) of	

(b) Between the hours of and 10:00 pm
(c) Type and purpose of event (select one): 1. Club meeting
2. Reception (describe)
3. Special Ceremony (describe)
4. Other (describe)
(The VILLAGE reserves the right to refuse an event for any reason. Events are approved with consultation between the Town of Ocean View regarding Town Park events, maintenance work, and other requirements.)
(d) Number of Guests: (only parties of 100 or fewer may attend)
(e) Our facilities do not include the adjacent Park property.
(f) Parking is limited to no more than 50 vehicles. Park in the Town Park lots off West Avenue (NO parking off 39 Central

2. Fees

Avenue, please)

For such use of the facilities, USER agrees to pay the VILLAGE a fee. See attached "Hall's Store Daily Rental Fee Schedule".

For all USERS, the following will apply:

- 1. If you vacate the premises after 10:00 pm, there will be an additional \$100 fee.
- 2. 30% of the total cost is tax deductible as a donation to the VILLAGE.

- 3. Members of the VILLAGE may receive a 10% discount on the rental fee.
- 4. A refundable security deposit of \$200 is required for the meeting room and will be returned if there is no loss or damage by the USER or USER'S agent(s) (i.e., DJ, florist, etc.).
- 5. Payment in full is required in advance with the signed agreement.

All checks must be payable to **Historic Village in Ocean View**.

3. Cancellation

The VILLAGE and USER may terminate this agreement only for good cause (i.e., catastrophic loss of the building, hurricane, or an act of God). Upon such termination, all deposits shall be refunded to USER.

4. Default

If USER shall at any time be in default of this agreement, the VILLAGE will have the right to terminate the agreement. The USER shall vacate the facility and will not receive any refund.

5. Use of Tobacco Products

Smoking is prohibited in all Hall's Store rooms and adjacent Park.

6. USER Regulations

The following shall apply to the USER'S use of the facilities:

- a. All use of the facilities shall terminate no later than 10:00 pm. Event timing will be negotiated in advance and be reflected in the final agreement. No changes can be made outside of what has been approved. You may <u>NOT</u> use Town Park refuse or recycling cans.
- b. USER shall have use of facilities <u>only for the purposes</u> stated in this agreement.

- c. USER agrees to <u>not</u> affix, post, erect, tape, nail, or screw any signs, ads, show bills, lithographs, posters, cards or any item on any portion of the facility, and will be responsible for any and all damage. The VILLAGE retains the right to terminate the agreement from the minute of said breach. The USER agrees to leave the facility in the same condition as found upon arrival, including removing trash, and all other USER'S belongings.
- d. USER shall hold VILLAGE and the Town of Ocean View harmless from claims, damage losses, and suits resulting from use of the facility.
- e. USER agrees to comply with any and all laws, statutes, rules, orders, and regulations of federal, state, and local governments.
- f. USER is responsible for the safety and good order of all equipment and other property owned by the VILLAGE, and is liable for loss, theft or damage by attendees, whether invited or not.
- g. The VILLAGE reserves the right to eject any person from the facility, and the USER waives any right of claim for damages against the VILLAGE.
- h. The VILLAGE assumes no responsibility for equipment supplied by the USER.
- i. USER will remove all USER'S property from the VILLAGE at the termination of the USER'S use of the facility.
- j. USER shall comply with all rules and regulations prescribed by the VILLAGE for the purpose of maintaining the safety, care, good order, and cleanliness of the facility.
- k. Video surveillance may be used and reviewed.

7. Assignment

USER shall not assign this Agreement without prior written consent of the VILLAGE.

8. Notices

Any notices to the VILLAGE must be received in writing by the VILLAGE'S President at: Historic Village in Ocean View, PO Box 576, Ocean View, Delaware 19970.

A one (1) day liquor license is required to serv one:	e alcohol. Check
Obtained N/A	
Visit the Delaware Office of Alcoholic Beverage Commissioner (https://oabcc.delaware.gov) for the above license.	
A copy should be submitted (if not attached to application), five (5) business days in advance	
USER agrees to indemnify and hold VILI Town of Ocean View harmless from any personal injury or property damage sust or parties invited onto the property by Us	liability for ained by USER
11. Signatures	
For Reservation	
VILLAGE	DATE
USER	DATE
Contact info: Name (print):	
Email:	
Cell:	

9. Liquor License

For Termination	
VILLAGE	DATE
USER	DATE

12. Procedures

- a. Scan, sign, and complete above Contact info (USER).
- b. Email this page to the VILLAGE at: ovhsociety@gmail.com.
- c. Send complete Rental Agreement with deposit (see fee schedule) to Historic Village in Ocean View, PO Box 576, Ocean View, Delaware 19970.
- d. Bring signed copy with you to the event and keep on premises, until you vacate.
- e. Be sure to use posted CHECKLIST to vacate before you ask to be signed out.
- f. Meet with a representative of the VILLAGE, review the CHECKLIST, and both sign the rental agreement termination line.