

Hall's Store Rental Agreement 5/15/22

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, with access off West Avenue.

The Hall's Store design and construction was completed in 2020 following years of fundraising efforts by the Ocean View Historical Society, 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, bathroom, 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 Ocean View Historical Society (referred to as the "SOCIETY") and _____ (referred to as the "USER").

1. Premises

The SOCIETY agrees to make available to USER the grounds and Meeting Room inside Hall's Store, located at Coastal Towns Historic Village, 39 Central Ave., Ocean View Delaware for the time, date and purpose indicated below:

- (a) On the dates of _____
- (b) Between the hours of _____ and 10pm
- (c) Type and purpose of event:
 - 1. Club meeting
 - 2. Reception; Describe _____
 - 3. Special Ceremony ; Describe _____
 - 4. Other; Describe _____

(The SOCIETY reserves the right to refuse an event for any reason. Events are approved with consult with 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 lot off West Ave. (NO parking off 39 Central, please)

2. Fees

For such use of the facilities, USER agrees to pay the SOCIETY a fee. See attached Rental/Donation Schedule.

For all USERS, the following will apply:

1. Each hour after 10 pm, USER will be charged \$100.00 per hour, per day.
2. 30% of the total cost is tax deductible as a donation to the SOCIETY.
3. Members of the SOCIETY may receive a 10% discount on the rental fee.
4. A refundable security deposit of \$100 is required for the meeting room, and will be returned within three weeks, if there is no loss or damage by the USER or USER's agents (DJ, florist, etc.).
5. A cleaning fee of \$150 is required for events that involve food service, whether the kitchen is used or not.
6. Payment in full is required with the signed agreement.

All checks must be made payable to: **Ocean View Historical Society.**

3. Cancellation

The SOCIETY and USER may terminate this agreement only for a good cause---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 SOCIETY 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 10pm, and facilities shall be vacated by all persons at or before 11pm. 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 or the day of the event. **You may NOT use Town Park refuse or recycling cans.**
- b. USER shall have use of facilities for and only for purposes stated earlier.
- c. USER agrees to not 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 SOCIETY retains the right to terminate the tenancy from the minute of said breach. The USER agrees to leave the facility in the same condition upon arrival, including removing trash, and all other USER's belongings.
- d. USER shall hold SOCIETY and the Town of Ocean View harmless from claims, damages 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 SOCIETY, and is liable for loss, theft or damage by attendees, whether invited or not.
- g. The SOCIETY reserves the right to eject any person from the facility, and the USER waives any right of claim for damages against the SOCIETY.
- h. The SOCIETY assumes no responsibility for equipment supplied by the USER.
- i. USER will remove all USER's property from the SOCIETY at the termination of the USER's use of the facility.
- j. USER shall comply with all rules and regulations prescribed by the SOCIETY for the purpose of maintaining the safety, care, good order and cleanliness of the facility.
- k. Video surveillance will be used and reviewed.

7. Assignment

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

8. Notices

Any notices to the SOCIETY must be received in writing by the SOCIETY’s President at: Ocean View Historic Society, PO Box 576, Ocean View DE., 19970.

9. Liquor License

A one (1) day liquor license is required to serve alcohol. Check one: Obtained NA

Visit: <https://date.delaware.gov/OABCC/GatheringApplication.pdf>

Attach copy, five (5) days prior to event.

10. Disclaimer

USER agrees to indemnify and hold SOCIETY and the Town of Ocean View harmless from any liability for personal injury or property damage sustained by USER or parties invited onto the property by USER.

11. Signatures

For Reservation

_____	_____	_____
SOCIETY	DATE	*** USER
		Contact info:
		Name (print): _____
		Email: _____
		Cell: _____

For Termination

_____	_____	_____
SOCIETY	DATE	USER

11. Procedures

- a. Scan, sign and complete above Contact info (****USER).
- b. Email this page to the SOCIETY at: ovhsociety@gmail.com.
- c. Send complete Rental Agreement with deposit (see fee schedule) to Ocean View Historic Society, PO Box 576, Ocean View, DE., 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 representative of the SOCIETY, review the CHECKLIST, and both sign the rental agreement Termination line.

**Coastal Towns Historic Village at Ocean View
PO Box 576 Ocean View, DE 19970**