
RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ by and between, _____ (hereinafter referred to as "Renter"), whose address is _____ and the HISTORICAL SOCIETY OF CARROLL COUNTY, (hereinafter referred to as "HSCC").

Renter shall rent from the HSCC the _____ room located on the premises known as **Cockey's** at 216 East Main Street, Westminster, Maryland (hereinafter referred to as "Cockey's" or "the Premises") on _____ day of _____, _____, in its present condition under the following terms and conditions.

Please read carefully to fully understand your responsibilities before signing.

1. **Rent.** The rental fee for the requested room shall be _____ and is for the date listed above. A non-refundable deposit of \$50 is due at the time the facility is reserved and will be applied to the rental fee. .
2. Reservations will be accepted on a first-come, first-served basis; however, no date is guaranteed until this agreement is executed. Full payment is due prior to the event.
3. **Term of Event.** The maximum term of the event shall be from _____AM/PM to _____AM/PM on above said date. This term includes 60 minutes for set-up and 60 minutes for clean-up. All events must end by 12 midnight, which includes all clean-up being completed by that time. Any time past the secured rental time will be charged a rate of \$25.00 per one-half (1/2) hour. Please refer to section (10) "Access to Premises" for details regarding this fee. Renter agrees to be on the Premises for the entire usage term.
4. **Damage Deposit.** A damage deposit of **\$250** shall be collected from the Renter at the time of signing this agreement. The damage deposit may be secured by a major credit card or cash and is due 14 days prior to the event. The damage deposit will be returned to the Renter following the HSCC's confirmation that no damage has occurred to the premises and surrounding property. If after the event there is confirmation of damages, the repairs will be made by skilled professionals. These repairs will be charged to the Renter's damage deposit and any unused portion of the deposit will be returned to the Renter, after and if, all conditions outlined in this agreement are to the satisfaction of the HSCC. Renter agrees that if there are damages actually incurred and they exceed the amount of the damage deposit collected, then the Renter is liable for the difference. Renter further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney's fees.
5. **Responsibility Regarding Future Events.** If damages to the facility prevent the next scheduled event(s) from occurring. Renter will be responsible for any and all refundable deposits that may be demanded by future Renter(s).
6. **Walk-Through.** A joint walk-through will be requested the next business day after an event if damage has occurred to the facility. If no damage has occurred, as determined by the HSCC, a walk-through will not be required.
7. **Alcohol Use.**
 - (a) Renter may serve alcohol with the permission of HSCC. The sale of alcohol on the premises is strictly prohibited unless a liquor license is obtained by the renter and a copy provided to HSCC prior to the event.

- (b) By law, no one under the age of 21 years may consume or taste alcoholic beverages. Renter agrees and warrants there shall be no consumption of alcohol by persons under age 21 years. Renter shall monitor all service of alcohol and acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol.
 - (c) The HSCC may ask guests for identification to verify age. HSCC reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) and adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the Premises.
 - (d) No alcohol is permitted anywhere outside of the building.
 - (e) Renter shall indemnify and hold harmless the HSCC and the City of Westminster, Maryland from all liability for improper use of alcohol.
8. Smoking/Pets. Cockey's is a non-smoking facility. No smoking is allowed on the HSCC property at any time, including the outside areas of porches, balconies and the parking lot. The use of Chewing Tobacco, snuff or any other smokeless tobacco product is strictly prohibited on the property. If smoking occurs on the public property *adjacent* to the Premises, the renter is responsible for picking up cigarette butts and trash in those areas. Pets are NOT allowed in or outside of the Premises. Service animals are permitted. Any damage caused by a service animal will be the responsibility of the Renter and will be deducted from the damage deposit.
 9. Indemnity. Renter covenants at all times to hold harmless HSCC and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Premises, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy or resulting therefrom; and at all times to maintain said Premises and the surrounding property, in a safe and careful manner, whether or not the Renter is present.
 10. Access to the Premises. All events are on a "first come, first served" basis. Set-up and clean-up shall be included in booking time unless other agreements are made in writing directly with HSCC. All Renters, guests, caterers, musicians and vendors shall be out of the Premises one hour after the event's scheduled ending time, unless prior arrangements have been made. A charge of **\$25** per one-half (1/2) hour or any portion thereof shall apply for each one-half (1/2) hour the Premises is not cleared after the event and will begin at the end of the clean-up period and continue each ½ hour until cleaning is completed and the Premises has been vacated.
 11. Set-up and take down of equipment and furniture is the responsibility of the renter. HSCC has available a variety of tables and chairs, easels & a white board for use by the renter. These items, if used during the event, must be returned to the location in which they were found prior to the event. HSCC staff is available to set up and take-down for an additional fee. See the schedule of charges for details.
 12. Alterations. The room rented at Cockey's is rented as is. Alterations to the facility are not permitted; pictures, furniture and other decorative accessories may not be relocated or removed from the Premises.
 13. Clean-up. Cleaning of the Premises will be completed no later than 60 minutes after the end of the scheduled event time. Renter shall adhere to the following instructions for clean-up of the facility.
 - (a) Rented Room. Table trash, cups, plates, plastic ware, cake, food, decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles.
 - (b) Restrooms. Trash will be picked up from the bathroom floors.
 - (c) Outdoors/Balcony. Trash will be picked up outside the building. Cups, miscellaneous items left outside and on the balcony area shall be disposed of in proper receptacles (NOT in planters or flower beds).

- (d) Kitchen Area. The kitchen is to be left as it is found. Wipe out sinks, counters, microwave, small refrigerator, and remove all remaining bottles, kegs, etc. from the site. Floors in the kitchen area are to be left clean of debris and any spills, dirt, etc.
- (e) Removal of trash. It is the responsibility of the renter to collect all trash from trash cans in the rental area and place it in the trash receptacle located behind the building. Replacement trash bags will be available and clean bags should be replaced in all trash receptacles.
- 14. Decorations/Candles. Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments by use of nails, scotch tape, staples etc. The use of candles in the rooms is not permitted without written consent by HSCC.
- 15. Celebration Materials. No rice, confetti, birdseed, or other unapproved "celebration materials" shall be allowed inside or outside the facility. Please check with HSCC if a certain material is unapproved.
- 16. Area of Usage. All rentals are located on the upper floors of Cockey's. Use of the downstairs area of Cockey's is prohibited.
- 17. Parking. Off-street parking is available to the Renter and guests and is located behind the Premises. All persons using the parking area do so at their own risk and understand that HSCC is not responsible for any theft, loss or damage to any vehicle parked in the lot. Anyone parking in a non-HSCC parking area may be subject to ticketing and/or towing by the city.
- 18. Kitchen/Caterers. The kitchen is a "warming or staging" kitchen only and shall not be used for full preparation of meals for guests. No food preparation will take place on site—food must be brought ready to serve. If catering is desired, Renter may choose a caterer or chef, at their discretion, subject to the approval of HSCC. Proof of catering license will be required. Caterers or servicing personnel may use the microwave, compact refrigerator, and countertops for serving. Hot plates or warming plates are permitted. The kitchen shall be left in the condition it was found. Food shall be removed completely from the kitchen after the event. Failure to do so shall result in cleaning charges deducted from Renter's damage deposit.
- 19. Conduct of Event. For the duration of the event, the Renter and its guests must abide the HSCC policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred during the event. HSCC has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting the HSCC. The HSCC reserves the right to exclude or remove any undesirable person from the event and premises without liability.
- 20. Governing Law. The parties agree that any dispute shall be subject to the laws of the State of Maryland, and that any legal action shall be brought in Carroll County, Maryland.
- 21. Entire Agreement. The parties agree that all of the terms and conditions are contained herein and that any modifications shall be in writing.

The parties hereto have set their hands on the day and year first above written.

EXCUTED IN DUPLICATE.

_____ Date _____
 Renter

_____ Date _____
 Representative for the Historical Society of Carroll County



www.HSCCmd.org

www.theshopatcockeys.org

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