



THE BANK OF DELMARVA (TBOD) OCEAN CITY COMMUNITY ROOM RENTAL AND USE AGREEMENT

Renter (Individual/Organization) _____ Email Address _____

Address _____

Contact Name _____ Contact Phone # _____

Is your organization a 501(c)(3) entity? Y/N If yes, Tax ID # _____

Describe the Event _____

Date of Event _____, 20__ Estimated number of attendees: Adults ___ Children ___

Rental Period: Start Time (Include set up time) _____ End Time (include clean-up time) _____

Property Location: 12505 Coastal Highway, Ocean City, MD 21842

Select Room:

- Community Room (Max. Capacity:___)
- Large Conference Room (Max. Capacity:___)
- Small Conference Room (Max. Capacity:___)

See attached **Appendix A** for room rates/costs. A security deposit as described in **Appendix A** will be required.

NOTE: After Event, Renter must clean up spilled liquids and trash must be bagged and properly disposed in designated containers. All TBOD furniture and equipment must be returned to its original location. Nothing may be stored by Renter at the Property. Nothing may be attached to the walls. TBOD staff will report on the condition in which the room and property is found after Renter's departure, and that report will be the sole basis for determining if Renter's Security Deposit will be returned.

CREDIT CARD INFORMATION

TBOD REQUIRES RENTER TO PROVIDE A VALID CREDIT CARD NUMBER FOR ALL RENTALS, EVEN THOSE TO BE PAID BY OTHER THAN CREDIT CARD. RENTER AUTHORIZES TBOD TO CHARGE TO THE CREDIT CARD PROVIDED ANY BALANCE DUE THAT IS NOT PAID AS AGREED IN THIS CONTRACT.

Name on Card _____ Card Type: VISA____ MC____ Discover____
Card Number _____ Expiration Date _____ 3-Digit Security Code _____

BY SIGNING BELOW, RENTER PROMISES THAT THE INFORMATION FILLED INTO THIS CONTRACT IS TRUE AND CORRECT, THAT RENTER HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT. THE UNDERSIGNED REPRESENTS THAT SHE/HE IS AUTHORIZED TO SIGN ON BEHALF OF RENTER. THIS CONTRACT IS NOT EFFECTIVE UNTIL AN AUTHORIZED REPRESENTATIVE OF THE BANK OF DELMARVA (TBOD) SIGNS AND APPROVES.

Executed by Renter this _____ day of _____, 20__

RENTER: _____

THE BANK OF DELMARVA

By: _____

By: _____

Print Name: _____

Print Name: _____

Date Approved by TBOD: _____

OFFICE USE ONLY: Security Deposit Payment \$ _____ Rec'd __/__/__; Rent Payment \$ _____ Rec'd __/__/__
Payment Type _____ Confirm: __ Application completed __ Contract signed by Renter __ Event on calendar

RENTAL TERMS AND CONDITIONS

Subject to the terms and conditions in this contract, TBOD agrees to rent to Renter the room selected located at the Property for the Event during the rental period.

1. GENERAL TERMS AND RENTER'S RESPONSIBILITIES

a.) Renter will use only the room selected in this contract and only for the Event described in this contract. Renter cannot assign this contract to any other person.

b.) Renter's named contact must be present at the Event at all times and assumes responsibility for the conduct of all attendees. Renter and Renter's named contact are responsible for ensuring that attendees abide by all applicable laws and all rules of TBOD for the Property, including maximum occupancy restrictions.

c.) Renter will ensure that attendees do not make excessive noise or otherwise disturb other occupants of the Property. Renter agrees that children and adolescents will be supervised at all times

d.) The Property is a nonsmoking facility. Renter is responsible to ensure that attendees do not smoke on or near the Property, either inside or outside.

e.) No alcohol is permitted on or near the Property.

f.) Renter is solely responsible for any and all damage caused by Renter's use of the room(s), equipment, furniture, fixtures, appliances, and any other personal property. What constitutes damage will be determined by TBOD in its sole discretion. Renter agrees to pay immediately upon TBOD's demand all expenses for repairs needed as a result of damage. Renter authorizes TBOD to charge the credit card provided in this contract for all expenses or to recover the expenses using any other means TBOD deems appropriate.

g.) The Event must be completed by the end of the rental period shown in this contract. Any changes in the date and/or time of Renter's Event must be approved in advance by TBOD.

h.) Parking is available in areas designated for the Property. PARKING IS AT THE SOLE RISK OF EACH ATTENDEE.

i.) Personal property in rooms, including A/V equipment and appliances, are for Renter's convenience only. TBOD makes no representation or warranty that the property will be operational or is appropriate for Renter's use, including compatibility, or that the property will function in a certain manner. TBOD is not responsible for lost data or damage to Renter's property.

j.) The content of all materials, including CDs, DVDs, and other media, to be used by Renter during the Event is subject to prior approval by TBOD, which approval may be withheld in TBOD's sole discretion.

k.) All external advertising (if any) by Renter must be approved by the Marketing Department of TBOD prior to publishing or airing. In all advertising, including press releases, Renter must: state that Renter should be contacted directly for information regarding the Event; include Renter's contact name and phone number; and include the following language: "The event is sponsored by [Renter] and will be held in The Bank of Delmarva's [identify the specific] Room at [Property address]."

l.) A TBOD representative has the right to enter and remain in the room at any and all times during Renter's Event.

m.) The same organization may not rent a room at the Property more often than one time per calendar quarter unless otherwise approved by TBOD at its sole discretion.

n.) There shall be no food preparation in or near the Property. Any previously prepared food or drink that is brought by Renter must be removed by Renter at the end of the rental period.

o.) Any passcodes provided to Renter for after-hours/weekend entry to the room must be protected and not disclosed by Renter to others.

p.) This contract may be revoked by TBOD at any time if Renter violates any term or condition of this contract. TBOD may restrict or revoke requests for further room use in its sole discretion.

2. DEPOSIT AND PAYMENT

a.) Renter agrees to pay the Security Deposit in full by credit card, check, direct debit from TBOD bank account, or cash at the time Renter signs this contract. Rental is not booked until the full amount of the Security Deposit has been paid to TBOD and TBOD has signed and approved this contract.

b.) Renter agrees to pay the rent due under this contract before the rental period begins. TBOD has no obligation to make any room available to Renter if the rent has not been paid by the time the rental period begins.

3. REFUND POLICY/CANCELLATION

a.) TBOD will refund a Security Deposit if TBOD does not approve a contract.

b.) Once TBOD approves a contract, TBOD has no obligation to refund a Security Deposit if Renter cancels the contract before the Event.

4. DISCLAIMER, WAIVER, AND INDEMNIFICATION

a.) To the maximum extent permitted by law, TBOD shall not be liable for, and Renter waives all claims for, any loss, theft, injury, accident, death, expense, damage, or the like ("Loss") to persons or property which at any time may be suffered or sustained relating in any way to Renter's use or occupancy of the room covered by this contract, including claims resulting from any act, omission, or negligence of TBOD or any other person. This provision survives after the end of the rental period and after termination of this contract.

b.) Renter and Renter's officers, directors, agents, employees, volunteers, attendees, visitors, guests, invitees, and similar persons ("Indemnitors") agree to and shall indemnify and hold harmless TBOD and its officers, directors, beneficiaries, partners, agents, volunteers, and employees from and against all fines, suits, actions, damages, liabilities, losses, costs, and expenses (including attorneys' fees) suffered by any person or property arising out of or relating in any way to the Event described in this contract or caused by any Indemnitor. This indemnification shall apply both to claims of third parties and to claims of TBOD. This provision survives after the end of the rental period and after termination of this contract.

c.) This contract does not create a landlord-tenant relationship. Renter and TBOD are independent contractors.