

West Glenville Vol. Fire Company
Hall/Pavilion Rental Application

Function Date:

_____ Day of Week _____ Month _____ Date _____ Year _____

Hours:

_____ to _____
 (not to extend beyond 10:00 pm of rental day)

Users Name:

 ("Users Name" is Members Name, Recognized "Not for Profit" Community Group, etc.)

Phone #:

Number of Guests:

Rental Purpose:

_____ Hall Rental OR Pavilion Rental

Fire Company Member:

Advance Set-up?

Yes _____ No _____ If Yes, Date: _____ Time _____

Sign below and return the original copy to the Rental Committee with a payment in full for Hall/Pavilion rental.
 "Users" copy will be returned after acceptance and approval by the West Glenville Fire Company & Hall/Pavilion Committee.

User's Signature: _____ User's Name _____ Date _____

Address: _____

City, State, Zip: _____

Home#: _____ Cell: _____ Work #: _____

Return this sheet only with checks

Committee Approval: _____ Yes _____ No Fee Waived: _____ Yes _____ No

- The "User" signing this agreement must be present at the event and may not leave.
- All uses are subject to the conditions on the attached pages of this agreement. Failure to comply with the conditions will result in the revocation of future use privileges.
- The user has also signed a separate "Hold harmless agreement" as required by the insurance carrier for the West Glenville Fire District.

Hall/Pavilion Agreement:

1) The "User" of said hall shall be the responsible person on the premises at all times during said function, to oversee the use of the facilities. That person shall make sure that no decorations are tacked, stapled or taped to any wall, light fixture, ceiling and/or table. The only decorations shall be free standing on tables or floors.

2) No vehicles are to be parked in the front firehouse parking lot. Parking will be provided in designated areas to leave access for emergency responders.

3) Hall is to be kept neat during the function and all areas must be cleaned up with trash emptied into dumpster located in back of Firehouse. Excess trash shall be removed from premise.

4) Restrooms are located in the firehouse and are only to be accessible when rented to a fire company member and are to be kept clean and swept out at the end of the function. The fire company member shall be responsible for all invitees and guests entering the station.

5) Portable restrooms are to be installed prior to and removed at the end of the function at the expense of the user unless rented to a fire company member.

6) The kitchen and cooking areas are to be cleaned and left in the condition that they were found. Restrooms are to be kept clean and swept out at the end of the function with all trash cans emptied into dumpster located in the back of firehouse.

7) Any damage done to the property of the West Glenville Fire Company Inc. or West Glenville Fire District or surrounding properties, is the responsibility of the "User" renting the Hall/Pavilion to correct at their expense.

8) Fees for Hall Rental shall be as follows:

- a. Member Rental Fee: \$ 0.00 + \$ 0.00 security deposit
- b. Outside Rentals (In District): \$ 50.00 + 100.00 security deposit
- c. Outside Rentals (Outside District): \$ 150.00 + \$ 100.00 security deposit

9) Checks are made payable to:

West Glenville Fire Company Inc.
2024 West Glenville Rd.
Amsterdam N.Y. 12010

Attention: Hall Committee

Additional charges of \$50.00 for all checks returned to the West Glenville Fire Company.

10) The "User" shall take good care of the premises during the function and shall be responsible for misconduct of any of the user's guests, employees, invitees, or other personnel brought onto the premises by the "User".

11) The "User" hereby agrees to save, hold harmless, indemnify and provide a defense to the West Glenville Fire Company, Inc, and the West Glenville Fire District and any of the Companies individual members with respect to any and all damages, legal actions, including personal or bodily injuries or property damages sustained by any person, participant or invitee on the premises during the course of and in connection with the use, except to the extent that such damages are solely caused by the negligence of the Company or its members.

12) In case of any damage or any injury occurring to the premises, which damages is caused by the carelessness, negligence or improper conduct on behalf of the "User", its invitees, agents or employees, then the Company shall arrange for the repair of such damage or the replacement of the property damaged in its reasonable discretion and the "User" shall pay the reasonable cost associated therewith.

13) To the extent permitted by law, the "User" agrees to indemnify and hold the West Glenville Fire Company, Inc. and the West Glenville Fire District, their officers, members, and representatives harmless from any and all other injuries to the property or person which may result in connection with the use of the premises including the negligence or willful acts on the part of third parties.

14) The "User" agrees that the West Glenville Fire Company, Inc. will not provide any beer, liquor, or any other type of alcoholic beverage. If the "User" or anyone attending the function desire to dispense or consume beer, liquor, or any other type of alcoholic beverage, and assesses a charge or requests donations to attend, the "User" will obtain appropriate permits or license and will provide the West Glenville Fire Company, Inc. with a copy of such license, 30 days prior to the function, and Liquor Liability coverage must be attained with limits of \$1,000,000 with the "West Glenville Fire Company, Inc. and the West Glenville Fire District" named as additional insured.

15) Alcohol and Smoking Policy: The West Glenville Fire Company does not sell or offer alcohol. The user may bring in alcohol if desired, but there will be no alcohol sales on premises. State law will be followed strictly. Attendees must be at least 21 years of age to drink alcohol. All Fire District buildings are nonsmoking. Users must enforce this rule.

16) The "User" has examined the premises and finds them suitable and safe for the intended use of the function described above and to the extent permissible by law, releases the West Glenville Fire Company, Inc. and the West Glenville Fire District from any and all claims which the "User" might now or hereafter have with respect to the condition of the premises.

17) In the event of a fire alarm activation, all participants must exit the building. Please follow the exit plans listed and select an area where everyone can meet. Upon arrival of an Officer of the Fire Department, advise them that all parties have exited the building. Once alarm has been investigated, you will be advised when you can re-enter the building. False Alarms caused by participants may result in termination of the event and may be required to leave the premises as well as forfeit deposit.

18) In the event payment is not made in full by the date of the function, the "User" will not be allowed to hold function and the "User" agrees to pay all costs incurred by the Company in collecting on the account, including all court cost, disbursements and reasonable attorney fees. It is further agreed that all accounts or debts not paid in full on the date of the function shall bear interest running from function date at the rate of 1% (percent) per month.

19) The parties to this agreement hereby stipulate, agree and consent that any disputes, suits or other proceedings involving this contract or the function described herein shall be venued and heard in the Justice Court of the Town of Glenville, provided that if the dispute is outside the monetary jurisdiction of the Glenville Justice Court, it is agreed that the same shall venued and heard in the Supreme Court, County of Schenectady, State of New York.

20) The West Glenville Fire Company, Inc. makes no other representation or warranty other than those contained in this agreement. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained in this agreement. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

21) The "User" acknowledges receiving a copy of this Hall Rental Agreement and by their signature, agrees to all items mentioned in it.

22) Security deposit will be returned upon security release signature from a committee member verifying all above agreements are in compliance.

06/11