

Hall Rental Agreement
Clay Volunteer Fire Department
4383 Route 31
Clay, New York 13041

Hall Rental Date: _____

We are proud of our hall and require that you leave it in the same condition as it was found. The rental of the hall is \$600 – a \$250 refundable deposit and \$350 for your event. If the hall is not left in proper condition, you will forfeit the \$250 deposit. We accept postal money orders, official *certified* bank checks (made payable to the Clay Volunteer Fire Department) or cash – no personal checks. **A three (3) week (from Hall Rental Date) cancellation notice is required for all hall rentals, otherwise your deposit will be forfeited** (extenuating circumstances, will be reviewed on a case-by-case basis).

The renting organization/person, namely _____ will be responsible for the conduct of all those present at the event. The person in charge, namely _____, must be present at the event from beginning to end.

If there is any damage to the grounds, the hall, and/or Clay Volunteer Fire Department furnishings or equipment, the renting organization/person will be solely responsible for the cost of all repairs and/or replacements as deemed necessary in the sole discretion of the Clay Volunteer Fire Department.

Clay Volunteer Fire Department is not responsible for any equipment, personally or other property brought in or left behind by renter or those present at renter's event. All such property must be removed at the end of the event. Any property left behind may be disposed of by Clay Volunteer Fire Department in any manner it deems appropriate, and any liability for such disposition shall be the sole responsibility of renter.

No storage will be provided to renter for equipment or other property without receipt of a prior written request from renter and prior written approval from Clay Volunteer Fire Department. Any such agreement to temporarily store property does not constitute a bailment or otherwise place responsibility on the Clay Volunteer Fire Department to secure, protect or assume responsibility for the safekeeping of the equipment or property. All risk to such equipment or property rests with the renter.

We are a smoke free facility. There is an ashtray located outside the front door, please have your smokers use it – do not throw butts on the ground. Smoking is not allowed anywhere in the building. If the truck bays are open, guests are not allowed near or in front of the area; emergency vehicles may be coming and going.

If you will be bringing alcohol on our premises, we require a Certificate of Liability Form (Acord 25) indicating \$1,000,000.00 coverage for each occurrence, if possible, adding Clay Volunteer Fire Department as an additional insured *OR* a copy of your Homeowner's or Renter's Policy showing \$1,000,000.00 of coverage. At time of key pick up, the Clay Volunteer Fire Department has the option to contact the insurance company to verify insurance. The Clay Volunteer Fire Department is in no way liable for controlling the use of alcohol. This responsibility lies solely with the person renting the hall. **No Alcohol** can be served if there is no Certificate of Liability Form (Acord 25) *Or* copy of Homeowner's or Renter's Policy presented when the balance for hall is paid.

Nobody is allowed in dispatch, squad room, truck bays or firefighters quarters for any reasons. These doors should be locked from the inside at all times. However, an open door is not an invitation to enter. Access to these areas is strictly prohibited and will be considered trespass.

Due to the Homeland Security Act of 2002, surveillance cameras have been installed to monitor the entrances and exits.

If there are any questions, please contact the President's Office at 315-652-4242 or Bill Pelkey at 315-727-2858.

ASSUMPTION OF RISK, INDEMNIFICATION, DEFENSE, and HOLD HARMLESS:

As additional consideration for use of the facility, I assume all risks of my event and activities. I acknowledge, warrant and covenant as follows:

1. Clay Volunteer Fire Department is not responsible for, and does not supervise my activities at the facilities in any fashion, including (but not limited to) the service of alcohol.
2. All activities will be in full compliance with any and all local, state, and federal laws, Regulations and ordinances.
3. Clay Volunteer Fire Department has made no representations regarding the appropriateness of its facilities for my planned activities. I understand the scope of my planned activities and the facilities necessary to safely engage in them. I am fully and solely responsible to inspect the facilities and ensure that they are adequate to engage in the planned activities safely. In the event that I deem the facilities inadequate for such purposes, I will refrain from any and all such activities.
4. I shall defend, indemnify, and hold harmless the Clay Volunteer Fire Department, its officers, administrators, employees, members, agents and representatives (“Indemnified Parties) from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys’ fees) (collectively, “Liabilities”) arising out of the negligent or intentional acts or omissions of me, my guests, attendees, invitees, contractors, agents and/or representatives, and/or arising, directly or indirectly, from use of the facilities.

This obligation to defend, indemnify and hold harmless shall apply whether the events and/or circumstances leading to the obligation are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that I shall not be obligated to indemnify the Indemnified Parties for liabilities arising from their sole negligence.

5. It is my knowing intention to provide the Clay Volunteer Fire Department, and any of its officers, administrators, employees, members, agents and representatives the broadest protections against lawsuits that are available.

I acknowledge and agree to all the above terms and conditions. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on behalf of the organization and the organization’s members. If I am not so authorized, I understand that the obligations of this Agreement are mine, individually.

Renter’s Signature

Date

Checklist

Set-Up – Please:

- No tape or pointed items (tacks, push pins, etc.) are to be used when decorating the hall

- only hooks on ceiling may be used.

- No pictures or plaques shall be removed from, or placed on, the walls.
- Tables shall be moved with a person at each end – please do not drag the tables.
- Chairs to be moved with caddy – please do not drag across the floor.
- Parking is limited to immediately in front of hall door and to the West Side and Rear of the building. Please keep the front open for the firefighters to park if they have to respond to an alarm. Unauthorized vehicles may be towed at owner's expense.

Clean Up – Please make sure:

- Rest rooms* are neat, paper picked up and *trash dumped* (new bags in bottom of baskets).
- Tables are to be taken down and returned to closet as per sheet posted on wall of the storage closet.
- Chairs are to be stacked (10 chairs per stack) as shown on sheet posted on wall of storage closet.
- All decorations are to be taken down – **no decorative confetti, please.**
- Floor swept and, if necessary, mopped.
- Kitchen swept and, if necessary, mopped.
- Any dishes, utensils, pots, pans that are used, are to be washed.
- All trash cans emptied/dumped in the dumpster located outside behind the back kitchen door.
- Front doors locked and kitchen door locked.
- Turn down thermostat for heat (65°) or air conditioning (75°).
- Lights off – please leave the two security lights on (switch on corner near single door to kitchen).
- Leave blinds open.
- Check for items in the cooler/freezer, make sure cooler/freezer is empty and clean.
- Check that stove and ovens are turned off.
- Key fob is to be left on shelf over stove.

If there any questions or issues, please contact Head Trustee, Bill Pelkey (315-727-2858) or Trustee, Scott Mueller (315-403-0300).

I acknowledge and agree to all the above conditions. I understand that if the hall is not left in the appropriate condition, my \$250 deposit will not be returned.

Renter's Signature

Date