

**VISCHER FERRY FIRE DISTRICT HALL RENTAL AGREEMENT**

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Date: \_\_\_\_\_

Name of Person or Organization seeking rental:

\_\_\_\_\_ (“Lessee”)

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Set-up Date: \_\_\_\_\_

Rental Time In: \_\_\_\_\_ Rental Time Out: \_\_\_\_\_

Type of event to be held: \_\_\_\_\_

**TERMS OF HALL RENTAL AGREEMENT**

1. The Lessee(s) shall pay to the Organization the sum of \$\_\_\_\_\_.00 being hereinafter referred to as the "Deposit Amount." In the event that the reservation is cancelled by the Lessee without sixty (60) days prior written notice or in the event the tasks set forth below are not performed by the lessee, the Deposit Amount shall be retained by the Organization as liquidated damages. Once the event is held and all duties of the lessee under this agreement have been, in the opinion of the Organization, properly executed, the Deposit Amount will be applied to any outstanding portion of the rental sum or returned as overpayment by the Organization.
  
2. In addition to the Deposit Amount, a valid certificate of insurance indicating in-force liability insurance shall be provided to the Organization naming the Vischer Ferry Fire District and the Vischer Ferry Volunteer Fire Co. Inc. and all officers, directors, members, and employees of those entities as additional insureds on a primary, non-contributory basis in the amount of \$1,000,000.00 at least 10 days prior to the event.

*(Insurance Certificate Received on: (Date) \_\_\_\_\_; Copy attached)*

3. The total sum for the aforementioned event will be \$\_\_\_\_\_ to be paid in full by \_\_\_\_\_ (Date).
  
4. All Rental Payment will be made in full and in advance of the event. Applicable security deposits will be returned only upon satisfaction of the

following conditions:

- Spills wiped up.
- Floors swept.
- Lights off.
- No property damage.
- Garbage placed in dumpster.
- Table tops washed.
- Doors locked.
- Furniture repositioned to pre-event location.
- Heat/air conditioning thermostat set per instructions.
- Doors locked/key returned to proper person.

5. Lessee should contact the following persons if problems arise during the event:

\_\_\_\_\_ (Tel. 518- ) or  
\_\_\_\_\_ (Tel. 518- )

6. Event Restrictions:

- No illegal activities or drugs.
- No firearms.
- No taping, nailing, or thumb-tacking of decorations or signs to any wall, door, or ceiling.
- Lessee and guests must park in designated locations away from all fire lanes and all designated firefighter parking.
- Lessee agrees to utilize only those means of ingress and egress to and from the Hall as designated by the Vischer Ferry Fire District.

- Any alcoholic beverages served in connection with Lessee's use of the premises must be served by a TIPS certified bartender. No alcoholic beverages may be removed from the building at any time.
7. Any Lessee who intends on serving alcohol shall apply to the New York State Liquor Authority ("SLA") for the appropriate permit. The Lessee shall attach a copy of the application made to the SLA to this contract. If the application is approved by the SLA, a copy of the permit shall be submitted for inclusion with this contract prior to the day of the event. If the application is rejected by the SLA, no alcohol shall be served at the event. At the discretion of the Vischer Ferry Fire District, an additional insurance rider may be required for any event serving alcohol. The cost of such insurance rider shall be the responsibility of the Lessee.
  8. The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The Organization retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of this contract. The lessee shall also be responsible for any damage to the leased premises during the subject rental, regardless of cause and shall promptly reimburse the organization in full for such damages.
  9. To the fullest extent permitted by law, the lessee agrees to defend, indemnify and hold harmless the Vischer Ferry Fire District, Vischer Ferry Volunteer Fire Co. Inc., and all officers, directors, members, and employees of those entities from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the Lessee.
  10. This rental agreement shall be governed by the laws of New York State. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of Saratoga County Supreme Court, or, if appropriate, in the United States District Court for the Northern District of New York.
  11. In the event that any court of competent jurisdiction enters a final order determining that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.
  12. This rental agreement contains all agreements of the parties as of the date

hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This rental agreement may be modified only in writing, signed by the parties in interest, at the time of the modification. Any addendums to this contract are stated on the following lines and/or are attached to this contract:

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Name of Lessee (print): \_\_\_\_\_

Name of Lessee (sign): \_\_\_\_\_

Name of Fire District Representative (print): \_\_\_\_\_

Name of Fire District Representative (sign): \_\_\_\_\_