

WALDEN FIRE DISTRICT HALL RENTAL AGREEMENT

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 Walden Fire District and the Walden Fire Department Inc. and all officers, directors, members, and employees of those entities as additional insureds on a primary, non-contributory basis in the amount of \$500,000.00 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 and mopped if necessary.
- Lights off.
- No property damage.
- Garbage placed in dumpster.
- Table tops washed.
- Furniture repositioned to pre-event location.

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

Sue Morrison (Tel. 845-234-3421)

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 Walden 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.
- Lessee must furnish all cooking supplies and utensils, and is not permitted to use any supplies owned by Walden Fire District or Walden

Fire Department Inc.

- All persons must remain in the hall for the event. No activities or playing are permitted in the parking area of the firehouse unless previous written permission is granted by the Walden Fire District.
 - Smoking is prohibited inside the firehouse and hall, and is restricted to the designated outdoor smoking area.
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 Walden 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 may engage a musical band or Disc Jockey to perform at premises. However may not create a disturbance or sounds on the Walden Fire District property which carries on beyond the boundary lines of the property on which they are created to cause inconvenience or to disturb the public’s peace, comfort, or tranquility. **ALL MUSIC MUST END BY 11:00 p.m. THERE ARE NO EXCEPTIONS**
 9. 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.
 10. To the fullest extent permitted by law, the lessee agrees to defend, indemnify and hold harmless the Walden Fire District, Walden Fire Department 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.

11. 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 Orange County Supreme Court, or, if appropriate, in the United States District Court for the Southern District of New York.
12. 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.
13. The total number of persons allowed for any one event is 250, inclusive of any caterers, hosts, guests or other invitees.
14. Lessee shall furnish a list of the names and addresses of all vendors, subcontractors, employees, and/or agents of Lessee who will require access to the premises prior to the stated time of the event.
15. 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:

Name of Lessee (print): _____

Name of Lessee (sign): _____

Name of Fire District Representative (print): _____

Name of Fire District Representative (sign): _____