

## Lake Erie Beach Vol. Fire Co., Inc. Hall Rental Contract

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Lake Erie Beach Volunteer Fire Company Inc., herein after referred to as the "Fire Company" and \_\_\_\_\_, herein after referred to as "Renter"

WE HEREBY AGREE:

- 1) The Renter shall have use of the banquet hall located at 9483 Lake Shore Road, Angola, N.Y. 14006 (hereinafter referred to as the "Hall") on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.
- 2) The Renter agrees that the use and enjoyment of the Hall shall be done so in accordance with each and every term of this Agreement. Any conduct or activities at the Hall during the time specified in the Agreement shall be done so in accordance with the ordinances and regulations of the Town of Evans and the State of New York.
- 3) Renter hereby acknowledges that if the event specified in this Agreement is canceled on or before thirty (30) days prior to the scheduled event, then a One Hundred Dollars and No Cents (\$100.00) penalty will be assessed to Renter for the cancellation of an event to be held at the large Hall, and a Fifty Dollars and No Cents (\$50.00) penalty shall be assessed to Renter for an event to be held at the small Hall.
- 4) If the Renter is a business entity or other formal organization, then a Certificate of Insurance naming Lake Erie Beach Volunteer Fire Company, Inc. as an additional insured must be provided at least fourteen (14) days prior to the event specified in this Agreement.
- 5) If Renter hires a caterer for the event, said caterer must provide a Certificate of Insurance naming Lake Erie Beach Volunteer Fire Company, Inc. as an additional insured which must be provided at least fourteen (14) days prior to event.
- 6) The Fire Company will supply bartenders as follows: liquor package rental - (2 bartenders up to 200 people) and (3 bartenders above 200), Special event package - 2 bartenders will be supplied. An extra charge of Fifty Dollars and No Cents (\$50.00) will be charged for a 3<sup>rd</sup> bartender if more than 200 guests.
- 7) All beverages must be purchased through the Fire Company, no exceptions.
- 8) No one under the age of twenty-one (21) is permitted to consume alcohol at any event at the Hall or surrounding premises, no exceptions.
- 9) Renter shall be accountable and responsible for any and all persons attending the event, and shall ensure that any and all persons act in an orderly, responsible, reasonable, safe manner, and in accordance with all applicable ordinances and laws. The Fire Company, through its beverage servers and/or Hall managers, retains the right to terminate the event at any time and/or expel any person(s) deemed to be acting in an unruly, unsafe, illegal, negligent, reckless, and/or dangerous manner.
- 10) Renter is accountable for any and all damages and/or defacement to the Hall and/or surrounding premises caused by Renter's guests, attendees and/or employees.
- 11) If the kitchen is used during the event, it must be cleaned thoroughly after use. Renter agrees to clean the floor, sink, countertops, stove, and/or any other appliance or area used in the kitchen. Failure to do so will result in a Fifty Dollars and No Cents (\$50.00) fine to be charged to Renter. Any and all trash shall be gathered and bagged and placed in the dumpster located outside the kitchen door.
- 12) Renter will be responsible for the arranging of tables and chairs for their event. Any and all items brought into the Hall must be removed immediately following the event. The Fire Company assumes no responsibility for any articles and/or property lost, stolen, and/or abandoned at the Hall and/or the surrounding premises.
- 13) Arrangements for decorating must be made with the Hall rental manager. Decorations which require tape, nails, screws or other attachment to the walls, doors, ceiling windows, light fixtures or woodwork on the interior and exterior are strictly prohibited. The use of confetti and/or glitter is strictly prohibited.
- 14) The Fire Company is responsible for the normal and regular cleaning of the Hall prior to and following the event. Following an event wherein Renter utilizes the kitchen, it is Renter's responsibility clean the kitchen as detailed in Paragraph 11 above.
- 15) It is the responsibility of Renter to contact the Hall rental manager at least two (2) weeks prior to the event to advise as to when cake, flowers, entertainment, caterer, and/or any other deliveries will be arriving at the Hall. It is strongly encouraged that Renter coordinates the arrivals of deliveries at the same time.
- 16) The payment for use of the Hall as specified in this Agreement must be satisfied in whole at least one (1) week prior to the scheduled event. Liquor packages will be based upon the guaranteed amount of people attending the event, and may be verified through the caterer. Payment must be made by cash or check.
- 17) To the fullest extent of the law, Renter will indemnify and hold harmless the owner, its officers, directors, representatives, agents, servants and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses, and will be responsible for paying all legal fees and all Court costs associated therewith. Liability (including statutory

liability) arising from or in any way related to any injury and/or death of any person(s) and/or damage(s) to and/or loss of any property resulting from any and all acts, omissions, breaches or other default(s) of Renter, its officers, directors, representatives, agents, servants, employees and contract vendors, directly or indirectly in connection with the rental of the Hall, except to the extent said claims, suits, liens, judgement, damages, losses and/or expenses are caused solely by the negligence of the owner. Renter will defend and bear all costs related to defending any and all actions, and/or legal proceedings brought by or against owner, its officers, directors, representatives, agents, servants and employees arising in whole or in part from any such negligent and/or reckless acts, omissions, breaches and/or defaults by Renter, its officers, directors, representatives, agents, servants, employees, and contract members.

BY: \_\_\_\_\_

Lake Erie Beach Volunteer Fire Co., Inc.

RENTER: \_\_\_\_\_ (signed)

RENTER: \_\_\_\_\_ (print)