**RENTAL AGREEMENT**

# RENTAL CHARGES:

ALL rental fees and deposits MUST be paid by the lessee in advance. The Lessee will only consult with the hall rental Chairman in regard to any questions they may have pertaining to the rental agreement.

* 1. **Active Member -Free**
	2. **MEMBER IN GOOD STANDING (Not active): $50.00**
	3. **FIRE DISTRICT RESIDENTS: $ 175.00** (A resident whose Drivers ID has a physical address is within The Hemstreet Park Fire District #4)
	4. **NON-MEMBER or NON-RESIDENT: $225.00** (Any person or organization who does not reside with the HPFD District and is not listed on the roster as a member in good standing)
	5. **NON-PROFIT USAGE-125.00**
	6. Other fees may be accrued.

# PURPOSE

Lessee(s) affirm that the purpose for which the rental of the hall and kitchen and/or field is as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The lessee(s) agree(s) that there shall be no change of the purpose of this event without the advance written consent of the Hemstreet Park Fire Department President or Hall Chairman.

MANDATORY DEPOSIT

 There is a **Mandatory $50.00** deposit on all rental agreements. A separate check for a deposit is required by the lessee and is to be returned after the event if all Rules & Regulations have been adhered to. The lessee is to ensure proper cleanup and is responsible in case of theft and/or damage of the fire department/district property. If the facilities are not left in the same condition as before, the deposit will be forfeited.

# PARKING

Parking shall only be allowed in the parking areas in the front and to the left side of the hall. Overflow parking may be parked to the right side of the fire house bay doors. Under NO circumstances will lessee(s) or guests park in front of the bay doors or behind the building. These areas must always be kept clear for emergency response personnel.

# CLEANING

The Kitchen, Hall & Field must be left clean upon the lessee’s departure. The cost of cleaning the facility (if necessary) will be taken from the forfeited deposit. The janitor and/or hall rental chairperson has the final say as to whether the hall and/or kitchen is clean and proper order.

1. Walls must be clean (no tape, food, etc.,)
2. Bathrooms must be clean (toilets flushed, no paper on floors etc.,)
3. Floors must be swept and mopped in bathrooms, hall & kitchen (if used)
4. Tables must be wiped clean (no food, tape, stains etc.,)
5. The refrigerator must be clean and empty.
6. Garbage must be taken out.
7. No dishes left in the sink or drainer (if kitchen is used)
8. NO CONFETTI is to be used!

# PROHIBITED USE

The lessee shall not use the premises in a prohibited manner by law, conduct themselves or perform any actions that are illegal or place the department /district in legal jeopardy. There shall be no smoking inside of the buildings. Kitchen supplies will not be used unless prior arrangements have been made. The apparatus room and back recreational room are off limits unless prior approval is given. The lessee will not use any outside water supply or run any water hose to the outside for recreational purposes.

# HOLD HARMLESS

The lessee hereby agrees to HOLD HARMLESS the Hemstreet Park Fire Department and the Hemstreet Park Fire District #4 of any and ALL claims arising from the use of the property or out of the consumption of alcoholic beverages or any other recreation in connection with this event. HPFD is not liable for any action that may occur regarding the rental of this hall. If at any time the proper authorities feel the party is out of hand for any reason, he/she has the right to close down the hall, and everyone must vacate the premises. When this occurs, the deposit will be forfeited. It will be the Lessee(s) individually and jointly responsible for their actions and the actions of their guests. The lessee(s)must be in attendance and control the event at all times.

# INSURANCE

No hall rental permit will be approved without insurance unless prior approval has been given to the department. The Lessee(s, ) will furnish the Fire Department with a certificate of insurance with a minimum liability coverage per person of $300,000 for a private individual and $500,000 for an organization if alcoholic beverages are involved. Insurance for individuals must name The Hemstreet Park Fire District #4 **and** the Hemstreet Park Fire Department as Certificate Holders and for organizations, must name them as additional insured. The Lessee(s) must present the proper insurance policy and/or insurance rider at the time of payment and before the actual date of the hall rental. ALL such documents MUST be in the name of the lessee(s).

# CANCELLATIONS

I understand that any cancellations or change of date requests must be made to the Rental Chairman a minimum of 30 days in advance of the above Rental Date, or my deposit will be forfeited.

Non-Profit Use

Any non-profit group may petition fire department membership at a regular meeting to have use of the Upon approval of the membership, the petition will then be brought to the Fire commissioners for approval , with the stipulation that they adhere to all of the above rules and regulations.

There shall be a charge of 125.00. Providing the hall is left in proper clean condition as described above. The rental charge may be waived upon approval of the membership. If at any time, after usage by such organization(s), the hall is not left in the manner in which it was prior to such usage, the organization shall be charged a janitorial fee of $50.00. This $50.00 will serve the same purpose as the $50.00 deposit does, when anyone else rents the hall. If payment is not made to the department, the hall use by that group shall be terminated.

|  |  |  |
| --- | --- | --- |
| **Check if Applicable** | **Description** | **Fee** |
|  | Member in Good Standing | $ 50.00 |
|  | Fire District Resident | $ 175.00 |
|  | Non-Member or Non–Resident | $ 225.00 |
|  | Non-Profit | $ 125.00 |
|  |  |  |
|  |  |  |
|  | TOTAL DUE FOR RENTAL | $ |
| x | MANDATORY DEPOSIT | $50.00 |

**HALL USE PERMIT**

NAME OF LESSEE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF USE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE TO RETURN KEY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT IS MADE BETWEEN THE HEMSTREET PARK FIRE DEPARTMENT, AND THE LESSEE FOR RENTAL OF THE HEMSTREET PARK FIRE DEPARTMENT HALL. IT IS AGREED BY THE LESSEE AS FOLLOWS:

1. LESSEE HAS INSPECTED THE HALL PRIOR TO USE AND LESSEE AGREES THAT THE HALL IS IN SATISFACTOR CONDITION.
2. LESSEE AGREES TO PAY A RENTAL FEE OF $\_\_\_\_\_\_\_\_ FOR USE OF THE HALL FOR THE ABOVE DATE. LESSEE UNDERSTANDS THAT UNTIL SUCH TIME AS THE RENTAL FEE IS RECEIVED, THE DATE WILL NOT BE HELD AS “RESERVED” BY THE DEPARMENT . SAID FEE IS NON- REFUNDABLE, WITHOUT EXCEPTION.
3. LESSEE AGREES TO PAY A DEPOSIT OF $\_50.00\_; SAID DEPOSIT SHALL BE RETURNED TO THE LESSEE AT THE END OF THE RENTAL PERIOD ONLY IF THE DEPARTMENT DERTERMINES THE HALL IS CLEAN AND RESTORED TO THE SAME OR BETTER CONDITION THAN AT THE BEGINNING OF THE LEASE PERIOD. ALL GARBAGE MUST BE EMPTIED, FLOORS CLEANED, BATHROOMS CLEANED, KITCHEN CLEANED (IF USED), TABLES AND CHAIRS PUT AWAY, ETC.
4. LESSEE UNDERSTANDS THAT THE LESSEE IS RESPONSIBLE FOR ALL GUESTS OF THE LESSEE. LESSEE SHALL NOT ALLOW ANY GUESTS IN THE FIREMATIC AREAS OF THE FACILITY; SPECIFICALLY, THERE SHALL BE NO GUESTS IN ANY AREAS SUCH AS THE ENGINE BAYS, ON OR NEAR THE FIRE TRUCKS, ETC. IN THE EVENT OF AN EMERGENCY OR FIRE CALL, LESSEE AND LESSEE’S GUESTS SHALL MAKE THEIR BEST EFFORTS TO NOT INTERFERE WITH THE FIRE COMPANY’S RESPONSE.
5. A KEY SHALL BE PROVIDED TO LESSEE. LESSEE IS RESPONSIBLE FOR THE RETURN OF THE KEY ON THE DATE SPECIFIED ABOVE.
6. LESSEE SHALL PROVIDE ADEQUATE INSURANCE FOR USE OF THE HALL AND FACILITY NAMING THE HEMSTREET PARK FIRE DEPT AND HEMSTREET PARK FIRE DISTRICT #4 ., AS AN ADDITIONAL INSURED. SAID INSURANCE MUST BE IN PLACE PRIOR TO THE HALL USE DATE OR THE HALL USE WILL BE CANCELED.
7. LESSEE AGREES TO PERSONALLY AND ON BEHALF OF ANY LESSEE IS REPRESENTING INDEMNIFY, DEFEND, AND HOLD HARMLESS THE HEMSTREET PARK FIRE DEPT AND HEMSTREET PARK FIRE DISTRICT #4 , FROM ANY CLAIM ARISING OUT OF ITS ACTS OR OMISSIONS AND FROM ANY AND ALL LOSSES WHATSOEVER, WHETHER FOR PERSONAL INJURIES OR PROPERTY DAMAGE, INCLUDING BUT NOT LIMITED TO THE COSTS OF LITIGATION, ALL ATTORNEYS’ FEES INCURRED, FILING FEES, AND EXPENSES OF EACH AND EVERY NATURE.
8. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. THIS AGREEMENT SHALL SUPERSEDE ALL OTHER AND PRIOR UNDERSTANDINGS OF THE PARTIES.

LESSEE SIGNATURE

The above is agreed to in its entirety:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

I, Authorized Official of the HEMSTREET PARK FIRE DEPT , acknowledge receipt of Lessee’s Fee for Use of the Hall and Insurance naming the HEMSTREET PARK FIRE DEPT AND HEMSTREET PARK FIRE DISTRICT #4, as an additional insured at the above address.

APPROVED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

The HEMSTREET PARK FIRE DEPT

Authorized Official