

Newark Valley Fire Department  
7151 State Route 38  
PO Box 625  
Newark Valley, NY 13811

## **NVFD Pavilion Space Rental Agreement**

This agreement, made as of this date \_\_\_\_\_ and between Newark Valley Fire Department (the "Owner"), whose business address is 7151 State Route 38 Newark valley, NY 13811/ PO Box 625 and \_\_\_\_\_ (The "Renter").

### **The parties agree to the following:**

**Space Rental:** Pavilion and grounds immediately surrounding the pavilion.

**Event:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_

**Fee:** \_\_\_\_\_

Renter is authorized to use the NVFD Pavilion space to hold the Event, and for no other purpose. Renter has usage of premises until 10:00pm.

Rental fee is \$75.00 with a \$25.00 deposit. Deposit will be applied to the rental fee with the remainder due 1 day prior to event. Dates will not be held without the deposit. NVFD holds the right to waive these fees.

Owner grants to renter the following amenities at the space: Use of the pavilion, water, electric, garbage can(s), restroom facility, picnic tables.

### **Disclaimers:**

The space shall be provided by the owner as-is and the owner makes no warranty regarding the suitability of the space for the Renter's intended use.

### **Condition:**

At the completion of the event, the renter shall leave the space in the same or similar condition as received from the owner. Renter agrees that no one under 21 years of age is served or consumes alcohol. Owner requires renter to be considerate of owner's neighbors and volume of noise.

### **Damages:**

Beyond ordinary wear and tear, renter shall be responsible for any damage, clean up or repair. Renter will be responsible for clearing all trash generated at the event and depositing it in the proper waste receptacles located at the fire station.

**Right of Entry:**

Owner shall have the right to enter the pavilion area at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's' property, or injury to any person in or near the space.

**Indemnification:**

Renter hereby indemnifies and holds harmless Owner from any damages,

**Revocation:**

Owner shall have the right to revoke the agreement at any time prior to the event date, provided it gives Renter prior written notice Of revocation, In the event that Owner revokes the agreement prior to the Event for reasons other than nonpayment of fees or breach of the Agreement by Renter, owner shall refund the renter the full amount paid by the Renter in connection with this agreement. Cancellation:

Renter may cancel the event by notifying Owner within thirty (30) day notice or more before the scheduled date. In this case, Owner shall refund to enter the full amount of rental fee. If the renter requests a cancellation within thirty (30) days of the event date, Owner has the right to retain the full deposit. Assignment:

Neither Party may assign or transfer their respective right or obligations under this agreement without prior written consent from the other Party .Governing Law Entire

**Agreement:**

This agreement constitutes the entire agreement between Renter and Owner and supersedes any prior understanding or representation of any kind preceding the date of the agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of the agreement. This agreement shall be constructed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.

**Renter information:**

**Name:** \_\_\_\_\_

**Address:** Newark Valley Fire Department

**Payment Type:** Cash | Check | N/A

**Name on check:** \_\_\_\_\_

**Check #:** \_\_\_\_\_

**Deposit Received on:** \_\_\_\_\_

**RENTER:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Contract Number #:** \_\_\_\_\_

**OWNER-NVFD Representative:**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_