

**KEENE FIRE DISTRICT
HALL USE AGREEMENT**

Date: _____

Name of Person or Organization seeking rental:

_____ (“Lessee”)

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. A donation of \$_____ is requested, made payable to the Keene Fire District. The donation (if any) stated above covers the Fire District’s administration of the requested event, and is non-refundable. Once the event is held and all duties of the lessee under this agreement have been, in the opinion of Keene Fire District, properly executed, the Deposit Amount will be applied to any outstanding portion of the rental sum or returned as overpayment by Keene Fire District.

2. In addition to the Donation, a valid certificate of insurance indicating in-force liability insurance shall be provided to Keene Fire District naming Keene Fire District, Keene Volunteer 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 \$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 set forth in No. 3 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 taken off premises.
 - Table tops washed.
 - Doors locked.
 - Furniture repositioned to pre-event location.
 - Doors locked/key returned to proper person.
5. Lessee should contact the following persons if problems arise during the event:
- Keith Wadsworth (Tel. 518-524-2545) or
Scott Smith (Tel. 518-860-0555)
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. DO NOT park on the ramp in front of the bays.
 - Lessee's access is restricted to the following: the 30' x 50' meeting room, coatroom, preparation and service kitchen with pantry, two public restrooms, reception lobby and hallway.
 - Lessee agrees to utilize only those means of ingress and egress to and from the Hall as designated by Keene Fire District.
 - Any alcoholic beverages served in connection with Lessee's use of the premises must be served by a TIPS-certified bartender. The Fire

District reserves the right to waive this requirement upon good cause shown by the applicant. No alcoholic beverages may be removed from the building at any time and or consumed outside the building by attendees.

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 Keene Fire District, an additional insurance rider may be required for any event serving alcohol. The cost of such an 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. Keene Fire District 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 Keene Fire District in full for such damages.
9. To the fullest extent permitted by law, the lessee agrees to defend, indemnify and hold harmless Keene Fire District and all officers, directors, members, and employees of Keene Fire District 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 Essex County, 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:

Name of Lessee (print): _____

Name of Lessee (sign): _____

Name of Keene Fire District Representative:

_____ (print)

Name of Keene Fire District Representative:

_____ (sign)