



Volney Volunteer Fire Corp HALL RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is made by and between the VOLNEY VOLUNTEER FIRE CORPORATION (hereinafter “VVFC”) and _____ (hereinafter the “Renting Party”). VVFC and the Renting Party collectively may be referred to as the “Parties”.

Events

The VVFC desires to rent the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Rental Party may have the exclusive use and enjoyment of the Bingo Hall (the “Hall”) located 3002 State Route 3, Fulton, NY 13069, including the restrooms, tables, chairs, and lights. During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate purposes only, (a) the ice machine, (b) one refrigerator and (c) microwave, all located in the kitchen adjacent to the Hall (the “Hall Kitchen”), subject to terms and conditions of paragraph 10. Under the terms of this agreement, the Renting Party is not permitted to (a) enter the engine house for any reason, or (b) any other equipment in the Hall’s kitchen not specified in this paragraph.

During the term of the Rental Period, the back parking lot will be made available for the Renting Party’s guests, and the parking lot will not be available to the general public. No parking will be allowed in the front of the building, this is for fire fighters vehicles only.

2. **Rental Period.** The Renting Party shall have the use of the Hall on _____, 20____, between the hours of _____ and _____ (the "Renting Period"). The Renting Party shall have the use of the Hall on _____, 20____, between the hours of _____ and _____ to setup the Hall. Any music (e.g. disc jockeys, live bands, etc) must promptly cease at 11:00 PM. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.

3. **Rental Charge.** The charge for the Rental Period shall be \$_____ (which includes \$_____ for the "Rental Charge" (which includes a \$50.00 for cleaning contractor - see condition #9) payable to the Volney Volunteer Fire Corporation via cash, check or money order thirty days in advance of the Rental Period, or if less than thirty days, upon the execution of this agreement.

4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay non-refundable, additional charge of \$100.00 the "Rental Hold/Security Deposit"- upon execution of this Agreement to secure the Renting Party's intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other part of the VVFC. Upon demand from the VVFC, the Renting Party shall immediately pay the VVFC the cost to repair any damage in excess of the Rental Hold/Security Deposit.

5. **Maximum Capacity.** No more than two hundred seventeen (217) persons shall be permitted in the Hall at one time per the set forth fire code.

6. **Decorations.** No pointed objects shall be used for decorations. Only non-adhesive tape shall be used. The Renting Party shall not hang, tape, or suspend decorations from the ceilings within the Hall. No candles or open flames are permitted inside the Hall at anytime unless approved by the VVFC. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Hall or on the grounds outside of the VVFC.

7. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, the VVFC must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chair, tables, or other equipment at the end of the Rental Period. Under no circumstance shall any VVFC property leave the building.

8. **Damages.** The Renting Party is responsible, and upon demand shall pay the VVFC, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, or any other property or asset owned by the VVFC. **(The bingo equipment is strictly off limits to anyone renting the hall and the renting party will be held liable for any damages to VVFC property.)** **The VVFC is under 24 Hour video surveillance**

9. **Cleaning of Hall.** The VVFC designated cleaning contractor shall clean the Hall following the Rental Period and bill the Renting Party for the cost of this service. However, if the Renting Party should clean the hall, only after the VVFC has determined that the Hall, its contents, and the VVFC building and grounds are free of damage arising from or related to the Renting Party's rental of the Hall will, or a portion of this, be refunded. (The "cleaning of the hall" also includes removing and discarding of all decorations, sweep & mop all areas used, washing tables & chairs, picking up cigarette butts outside building, returning the table and chair set up to the same condition/configuration as renter found it prior to their event. The hall table layout map is available for renter).

10. **Use of Hall Kitchen.** If the Renting Party uses the Hall Kitchen, it shall:

- a. Remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period;
- b. Clean all counters and surface work areas in the Hall Kitchen, including and food spilled in the microwave or refrigerator;
- c. Sweep and mop the Hall Kitchen floor;
- d. Do not put any grease, coffee grounds down the sink drains;
- e. Turn off all appliances at the end of the Rental Period;
- f. Do not use any VVFC pots, pans, any other cooking utensils, or any equipment or material stored in Hall Kitchen cabinets or storage areas, unless approved by VVFC

11. **Acts Beyond the VVFC's Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the VVFC's fulfillment of this agreement impossible, then this Agreement shall terminate, and the VVFC shall pay the Renting Party the Rental Charge and the Security Deposit paid to date. The return of the paid Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

12. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that they are in proper condition for the Renting Party's use during the Rental Period.

13. **Scheduling.** The VVFC retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.

14. **Advertising.** Absent express written consent from the VVFC, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the VVFC, including the VVFC's parking lot.

15. **Access to Premises.** The VVFC reserves for its members, representatives, and agents free access and right to enter any portion of the Hall. VVFC will make every effort to not disrupt the renter's function.
16. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the VVFC and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests or invitees arising out of or related to the Renting Party's rental of the Hall.
17. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this agreement or (b) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.
18. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.
19. **Alcoholic Beverages.** All alcoholic beverages brought in must be served by a bartender assigned by the VVFC. If the Renting Party intends to serve alcohol at its event, all beverages will be released to and remain in the care, custody and control of the bartender. The fee for the bartender for aforementioned event will be \$50.00 payable in addition to and in full with Rental Charge. No alcoholic beverages may be removed from the building at any time.
20. **Assignment.** This agreement may not be assigned or transferred without the expressed written consent of the VVFC.
21. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.
22. **Modifications.** This Agreement may not be modified or amended except through an expressed written agreement signed by the Parties.
23. **Advice on Counsel.** Each party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understand the contents of this Agreement, including the legal rights, obligations, and

liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

- 24. **Governing Law.** This agreement shall be governed by the laws of the State of New York. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.
- 25. **Required Signatures.** This Agreement is not valid unless signed by the President of the VVFC or the Chairperson of the Hall Rental Committee and renters.
- 26. **Binding Effect.** This agreement shall be binding upon the Parties, their heirs, representatives or assigns.

We request to use:
(check all that apply)

bingo hall

kitchen facilities (per contract)

pavilion(s)

walk in cooler(s) on field

VOLNEY VOLUNTEER FIRE CORPORATION

3002 State Route 3

Fulton, NY 13069

RENTING PARTY:

Name of Organization (if applicable): _____

Name: _____ Type of Event: _____

(PRINT)

Phone: _____

Signature: _____ Date: _____

VVFC REPRESENTATIVE:

Name: Malinda Barnes Date: _____

Signature: _____

VVFC Hall Rental Coordinator

Rental Charges:

- Baby Shower/Birthday (max 4 hrs.) \$200.00
- Wedding/ Wedding Reception \$350.00
- Catered Event \$_____.00
- additional charges \$_____.00 for: _____

TOTAL CHARGES: \$_____.00

Deposit received: \$_____.00 cash /check #: _____ Bal Due: _____ .00

A non-refundable deposit of \$150.00 is required to hold the date. \$50.00 of this charge is for cleaning the hall and will be returned upon satisfaction of the VVFC hall rental coordinator.

Deposit refund of \$_____.00 returned on ____/____/____ Check #: _____ / Cash