

**HALFMOON FIRE DISTRICT #1
HILLCREST VOL. FIRE DEPARTMENT
145 Pruyn Hill Road
Mechanicville, NY 12118
FACILITY USE PERMIT**

Name of Lessee: _____
Contact Person: _____
Address: _____
Phone Number (s): _____
Date of Use: _____
Date to Return Key-Fob: _____

This agreement is made between Halfmoon Fire District #1 and, the Lessee for rental of the Facility Meeting Room. It is agreed by the Lessee as follows:

1. Lessee has inspected the rental portion of the Facility prior to use and Lessee agrees that it is in satisfactory condition.
2. The portion of the Facility being rented includes the following areas:
 - a. Main Lobby / Coat Room
 - b. Meeting Room
 - c. Chairs and Tables in Storage Room
 - d. Guest Bathrooms (Men's and Ladies)
 - e. Janitors Closet
 - f. Kitchen
 - g. Unless noted, access to A/V equipment is not included in rental.
3. Lessee agrees to pay a rental fee of \$250.00 for use of the Facility for the above stated date. Until such time that the rental deposit of \$100.00 is received, the date will not be held as **"RESERVED"** by the District. Said fee is **NON-REFUNDABLE** within 14 days of scheduled rental date.
4. Lessee agrees to pay an additional **SECURITY DEPOSIT** of \$50.00; said deposit shall be returned at the end of the rental period only if the District determines the Facility is clean and restored to the same or better condition than at the beginning of the lease period. All garbage must be emptied, floors and bathrooms cleaned, kitchen cleaned (**IF USED**), tables and chairs put away, ETC.
5. Lessee understands that nothing (**decorations, ETC.**), will be attached to the walls or ceilings of the room(s) used. Items may be attached to room tables using only painters tape. All attached items including painters tape must be removed as part of the Facility cleanup.
6. Lessee understands that he/she is/are responsible for all their guests and their security. Appropriate footwear must be worn at all times (**NO BARE OR STOCKING FEET ARE ALLOWED**).

7. Lessee shall not allow any guest in the **FIREMATIC** or **OFFICE AREAS**. Specifically there shall be no guest allowed in any of the following areas:

- a. The Apparatus Bays
- b. Any location, on or near the Fire Trucks and Equipment
- c. Firefighter's Lounge
- d. There shall be absolutely no one allowed near or on the Fire Trucks or Fire Equipment

8. In the event of an Emergency or Fire Call, Lessee and the Guests shall make their best efforts to not interfere with the Fire Company's Response. There shall be no parking in any area marked for Firefighters Only, on the South Side or in Front of the Fire Station, or close to the Fire Trucks. Parking should be limited only to the North Parking Lot.

9. A Key-fob will be provided to the Lessee. The Lessee is responsible for the return of the Key-fob on the date specified above. A fee of \$10.00 will be charged for the loss of a Key-fob.

10. Lessee shall provide a certificate of insurance with at least \$1,000,000.00 in Liability Coverage for the use of the Facility. As proof of insurance the Lessee shall provide a copy of the declaration page of their Home Owners Insurance Policy or a separate certified Insurance Document. Said insurance or proof of insurance must be in place prior to Facility use date or the Facility Use Permit will be **CANCELED**.

11. Lessee shall legibly sign, date and submit the attached **ASSUMPTION OF RISK CLAUSE** (below)

12. NO ALCOHOLIC BEVERAGES ARE PERMITTED; NO EXCEPTIONS.

13. SMOKING IS NOT PERMITTED IN THE BUILDING; NO EXCEPTIONS.

14. Vehicle parking allowed only in designated areas.

15. Please insure children are properly supervised at all times as this is an **EMERGENCY FACILITY** and safety is required.

16. Lessee agrees to Personally and on behalf of any Company lessee is representing indemnify, defend, and hold Halfmoon Fire District #1 and Hillcrest Fire Department harmless from any claim arising out of its acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damages, including but not limited to the costs of litigation, all Attorneys' fees incurred, filing fees, and expenses of each and every nature.

17. There are no oral Agreements between the Parties. This Agreement shall supersede all other and prior understandings of the parties.

ASSUMPTION OF RISK:

The Halfmoon Fire District #1 and the Hillcrest Vol. Fire Department will not be liable for any claims for injury, damages or illegal actions of the lessee or guests that result from or arise out of the use of the fire district facility. The permit holder agrees to indemnify the Fire District and the Fire Department and hold them harmless against any and all such claims, damages, losses and expenses, including reasonable attorney's fees, as a result of the Permit holder's event. This provision is intended, by the parties, to be broadly interpreted so as to accomplish the goal of relieving the Fire District and the Fire Department from any cost or liability associated with the Permit holder's event

.Signed: _____ **Date:** _____

THE ABOVE IS AGREED TO IN ITS ENTIRETY: Lessee to return all pages of the Facility Use Permit with appropriate fees.

Lessee Signature: _____
Print Name: _____ Date: _____

I, _____ Authorized official of Halfmoon Fire District # 1 and/or Hillcrest Fire Department, acknowledge receipt of Lessee's Fee for use of the Facility and in further receipt of a copy of the Declaration Page of Lessee's Home Owners Insurance Policy or a certified Insurance Document with at least \$1,000,000.00 in liability coverage, and the signed and dated Assumption of Risk Clause.

APPROVED BY:

Signature- Authorized Fire District Official

Signature-Authorized Fire Dept. Official

FACILITY USE PERMIT FEES
MAKE ALL CHECKS PAYABLE TO THE HALFMOON FIRE DISTRICT #1

<u>FEE DESCRIPTION</u>	<u>AMOUNT</u>	<u>DATE RECEIVED</u>	<u>RECEIVED BY</u>
Rental Deposit	\$100.00	_____	_____
Security Deposit	\$ 50.00	_____	_____
Rental Balance	\$150.00	_____	_____

RENTAL FEE DEPOSIT AND SECURITY DEPOSIT FEE
DUE NO LATER THAN 14 DAYS PRIOR TO FACILITY USE DATE

SECURITY DEPOSIT FEE (CHECK ONE)

RETURNED _____

IF RETURNED:

RECEIVED BY: _____

RETAINED _____

RETURNED BY: _____

DATE RETURNED: _____

DISTRIBUTION:

Lessee

Copy of FACILITY USE PERMIT

Department

Original of PERMIT, file in Facility Use Permit File

Insurance Documentation, File with Original PERMIT