

# 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: \_\_\_\_\_

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 and Women)
  - e. Janitors Closet
  - f. Kitchen
- g. Unless requested access to AV 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 \$150.00; 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 and placed in dumpster, 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 painter tape. All attached items including painter 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 guests 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 Department'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. 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, Lessee shall provide a copy of the declaration page of their Homeowner's 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.
10. Lessee shall legibly sign, date and submit the attached ASSUMPTION OF RISK CLAUSE (below)
11. **NO ALCOHOLIC BEVERAGES ARE PERMITTED; NO EXCEPTIONS.**
12. **SMOKING IS NOT PERMITTED IN THE BUILDING; NO EXCEPTIONS**
13. Vehicle parking is allowed only in designated areas.
14. Please insure children are always properly supervised during the leased event, as this is an EMERGENCY FACILITY and safety is required.
15. 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.
16. 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 even

THE ABOVE IS AGREED 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 Homeowners Insurance Policy or a certified Insurance Document with at least \$1,000,000 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 \$150.00			
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 \_\_\_\_\_

RETAINED \_\_\_\_\_

DISTRIBUTION:

Lessee	copy of FACILITY USE PERMIT
Department	Original of PERMIT, file in Facility Use Permit File Insurance Documentation, File with Original PERMIT