



ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT HALL **RENTAL AGREEMENT**

APPLICANT NAME: _____

COMPANY/ORGANIZATION: _____

ADDRESS: _____

WORKPHONE: _____ HOME: _____ CELL: _____

EMAIL: _____

CATERER NAME: _____ PHONE: _____

DATE OF USE: _____ TIME: _____

PEOPLE EXPECTED: _____

INDICATE NATURE OF THE EVENT, BUSINESS STATUS AND MEMBERSHIP STATUS: _____

HALL RENTAL FEE STRUCTURE

STANDARD	NON-PROFIT	MEMBER
\$600.00	\$500.00	\$300

SECURITY DEPOSIT

A SECURITY DEPOSIT IN THE AMOUNT OF \$250 WILL BE REQUIRED IN ADVANCE OF YOUR FUNCTION. YOUR DEPOSIT WILL BE RETURNED TO YOU PROVIDED THAT THE HALL IS LEFT CLEAN AND UNDAMAGED. YOUR REFUND WILL BE MAILED TO YOU WITHIN 7 DAYS AFTER YOUR RESERVATION DATE. (PLEASE REFER TO THE ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT ATTACHED MAINTENANCE/CLEANING LIST)

HALL RENTAL APPLICATION & PAYMENT SCHEDULE

YOUR HALL RENTAL APPLICATION IS SUBJECT TO APPROVAL BY THE ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT. 50% OF YOUR RENTAL FEE WILL BE DUE AT CONTRACT SIGNING AND IS NON-REFUNDABLE. FINAL 50% PAYMENT AND SECURITY DEPOSIT DUE 30 DAYS PRIOR TO RESERVATION DATE. IF FULL PAYMENT IS NOT RECEIVED 30 DAYS PRIOR TO YOUR RESERVATION DATE, YOUR RESERVATION WILL BE SUBJECT TO CANCELLATION.

TERMS & GENERAL RULES

THE HALL IS RENTED BETWEEN 8AM AND 1AM UNLESS OTHER ARRANGEMENTS ARE APPROVED. SETUP AND CLEANUP OUTSIDE THE STATED HOURS REQUIRES APPROVAL AND MAY INCUR ADDITIONAL CHARGES. TO ENSURE ACCESS TO THE HALL AT 8AM YOU MUST ARRANGE TO BE LET IN BY YOUR ATFD LIAISON. ALL EVENTS MUST BE CONCLUDED BY 12AM UNLESS OTHER ARRANGEMENTS WITH THE ATFD LIAISON ARE CONFIRMED IN WRITING. ALL VENDORS, EQUIPMENT, VISITORS AND CLEANING PERSONNEL MUST BE OUT OF THE BUILDING BY 1AM. RENTER IS RESPONSIBLE FOR CLEANING THE HALL AFTER USE. ANY DAMAGE TO THE HALL DURING THE RENTED TIME FRAME IS SOLELY THE RESPONSIBILITY OF THE RENTER. THE ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT RESERVES THE RIGHT TO BILL THE RENTER FOR ANY DAMAGES. PLEASE SEE ATTACHED CLEANING CHECKLIST FOR A COMPLETE LIST OF RENTER RESPONSIBILITIES.

ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT HALL RESTRICTIONS

- 1. THE ANDOVER TOWNSHIP VOLUNTEER FIRE DEPARTMENT MUST BE ABLE TO RESPOND TO CALLS FOR SERVICE WITHOUT INTERFERENCE AT ALL TIMES.**
- 2. PARKING IN FRONT OF THE BUILDING IS RESERVED FOR MEMBERS ONLY. ALL EVENT PARKING SHALL BE IN PARKING LOT ACROSS THE STREET.**

3. THE HALL IS A NON-SMOKING FACILITY. SMOKING IS ALLOWED OUTSIDE OF BUILDING, BUT YOU ARE RESPONSIBLE FOR CLEAN-UP OF DISCARDED BUTTS.
4. MINORS ARE NOT ALLOWED IN THE BUILDING WITHOUT APPROPRIATE SUPERVISION
5. NO PETS ARE ALLOWED (SERVICE ANIMALS ARE)
6. DAMAGE FROM NAILS, TACKS, ADHESIVES, GLUES, 3M REMOVABLE FASTENERS OR TAPE ON ANY SURFACE OF THE HALL, INSIDE AND OUT, MAY RESULT IN LOSS OF SOME OR ALL OF SECURITY DEPOSIT.
7. NO DECORATIVE OPEN FLAMES, SUCH AS CANDLES, SHALL BE PERMITTED.
8. THE PREMISES OUTSIDE OF THE HALL AND FACILITIES CONTAIN HAZARDS ASSOCIATED WITH THE OPERATION OF A FIRE AND RESCUE DEPARTMENT AND ACCORDINGLY, NO PERSONS ARE PERMITTED IN ANY NON-RELATED AREAS FOR ANY PURPOSE.

TERMS AND CONDITIONS

LIMIT OF LIABILITY

ATFD IS NOT RESPONSIBLE FOR ANY PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURY OF ANY RENTING PARTY, ITS MEMBERS, OFFICERS, DIRECTORS, AGENTS, SUBCONTRACTORS, EMPLOYEES, GUESTS, OR INVITEES (TOGETHER, THE "RENTING PARTY AGENTS"), OCCURRING INSIDE THE FACILITIES, ON THE ATFD PARKING LOT, OR ON ANY OTHER PROPERTY OWNED OR OPERATED BY THE ATFD (THE "PREMISES"), RESULTING FROM ANY ACT OR OMISSION OR THE CONDUCT OR OPERATION OF THE EVENT DURING THE RENTAL PERIOD BY THE RENTING PARTY OR THE RENTING PARTY AGENTS. THE RENTING PARTY AND THE RENTING PARTY AGENTS ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE USE OF THE FACILITIES OR THE PREMISES. ALL OF THE RENTING PARTY'S PERSONAL PROPERTY ON THE PREMISES REMAINS AT THE RENTING PARTY'S SOLE RISK. DURING THE RENTAL PERIOD, ATFD IS NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY SUFFERED BY ANY PERSON WHILE UTILIZING THE FACILITIES, FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE, EXCEPT FOR ANY LOSS, DAMAGE, OR INJURY DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY ATFD.

ACCEPTANCE OF FACILITIES

THE RENTING PARTY ACKNOWLEDGES THAT IT HAS EXAMINED THE FACILITIES AND AGREES THAT THE FACILITIES ARE SUITABLE IN ALL RESPECTS FOR THE RENTING PARTY'S PURPOSE. THE RENTING PARTY FURTHER AGREES TO ACCEPT THE FACILITIES IN "AS IS" CONDITION WITHOUT ANY FURTHER RESPONSIBILITIES ON THE ATFD'S PART FOR ANY CONSTRUCTION, REPAIRS, OR ALTERATIONS.

MAXIMUM CAPACITY

NO MORE THAN TWO HUNDRED AND FIFTY (250) PERSONS SHALL BE PERMITTED IN THE HALL.

DAMAGE

EXCEPT FOR DAMAGE RESULTING FROM ACTS OF GOD, THE RENTING PARTY SHALL BE RESPONSIBLE FOR ALL DAMAGE THAT OCCURS TO THE FACILITIES DURING THE RENTAL PERIOD, REGARDLESS OF WHETHER CAUSED BY THE RENTING PARTY, OR ANY INVITEE OR GUEST, AS SHALL BE DETERMINED BY ATFD IN ITS SOLE AND ABSOLUTE DISCRETION, INCLUDING BUT NOT LIMITED TO, THE RESTROOMS, TABLES, CHAIRS, LIGHTING, KITCHEN OR ANY PROPERTY OR ASSET OWNED OR PROVIDED BY ATFD IN CONNECTION WITH THE RENTAL OF THE HALL ("DAMAGES"). THE RENTING PARTY SHALL BE LIABLE FOR THE COST OF ALL DAMAGES TO THE FACILITIES, REGARDLESS OF THE DEPOSIT SET FORTH, AND SHALL PROMPTLY PAY WITHIN FIVE (5) BUSINESS DAYS FOLLOWING DEMAND BY ATFD FOR ADDITIONAL PAYMENT BEYOND THE DEPOSIT FOR DAMAGES. THE RENTING PARTY SHALL BE RESPONSIBLE FOR ALL COST OF COLLECTION, INCLUDING A LATE FEE OF FIVE PERCENT (5%) FOR REPAYMENT FOR THE DAMAGES MORE THAN 30 DAYS FOLLOWING NOTICE BY ATFD, AND REASONABLE ATTORNEY'S FEES.

INDEMNIFICATION

EXCEPT FOR CLAIMS ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ATFD, RENTING PARTY SHALL AND DOES HEREBY INDEMNIFY ATFD, ITS DIRECTORS, TRUSTEES, OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES ("ATFD AGENTS") AND SAVE THEM HARMLESS AND, AT ATFD'S OPTION AND WITH CHOICE OF ATTORNEY, DEFEND THEM FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, COSTS, FINES, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONAL FEES), JUDGMENTS, SETTLEMENT PAYMENTS, WHETHER OR NOT REDUCED TO FINAL JUDGMENT, FOR OR DUE TO LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY (i) FROM OR OUT OF ANY OCCUPANCY OR USE OF OR ACTIVITY DONE IN OR ABOUT THE HALL, ANY OTHER PART OF THE PREMISES BY RENTING PARTY OR RENTING PARTY'S AGENTS, OR (ii) FROM ANY DEFAULT BY RENTING PARTY OR RENTING PARTY'S AGENTS UNDER THE TERMS OF THIS

AGREEMENT, OR (iii) FROM ANY OCCURRENCE WHATEVER IN, ON OR ABOUT THE HALL OR ANY OTHER PART OF THE PREMISES OCCASIONED WHOLLY OR IN PART BY ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTING PARTY OR RENTING PARTY'S AGENTS.

CRIMINAL ACTS OF THIRD PARTIES

ATFD SHALL NOT BE LIABLE IN ANY MANNER TO THE RENTING PARTY, ITS MEMBERS, OFFICERS, DIRECTORS, AGENTS, SUBCONTRACTORS, EMPLOYEES, GUESTS OR INVITEES CAUSED BY CRIMINAL OR INTENTIONAL MISCONDUCT OF THIRD PARTIES. IN THE EVENT ATFD MUST CALL LOCAL LAW ENFORCEMENT TO INVESTIGATE ACTIVITIES ON THE PREMISES DURING THE RENTAL PERIOD BY THE RENTING PARTY OR RENTING PARTY AGENT, AN AUTOMATIC LOSS OF THE DEPOSIT SHALL RESULT.

TERMINATION

IN ADDITION TO ANY OTHER REMEDY AVAILABLE BY LAW OR EQUITY, ATFD MAY TERMINATE THIS AGREEMENT, AT ANY POINT PRIOR TO EXPIRATION OF THE RENTAL PERIOD, IF THE RENTING PARTY BREACHES OR FAILS TO COMPLY WITH EACH AND EVERY TERM AND CONDITION OF THE AGREEMENT.

IN THE EVENT THAT ATFD TERMINATES THIS AGREEMENT, THE RENTING PARTY SHALL BE RESPONSIBLE FOR PRO-RATA RENT THROUGH THE TIME THE RENTING PARTY VACATES THE PREMISES. THE DEPOSIT SHALL BE APPLIED TO THE AMOUNT OWED BY THE RENTING PARTY, LESS ANY OTHER DEDUCTION. IN THE EVENT THE RENTING PARTY CANCELS LESS THAN 60 DAYS PRIOR TO EVENT, ATFD RESERVES THE RIGHT TO RETAIN ALL MONIES COLLECTED.

NO WARRANTIES

ATFD MAKES NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF PREMISES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS REGARDING SUITABILITY FOR RENTING PARTY'S PURPOSES OR SAFETY.

SUPERVISION BY ATFD

THE RENTING PARTY SHALL PERMIT REPRESENTATIVES OF ATFD TO BE PRESENT IN THE HALL AND IN THE KITCHEN AT ALL TIMES OR NO TIME DURING THE RENTING PERIOD.

SIGNATURE OF RENTER: _____

DATE: _____

SIGNATURE OF ATFD OFFICIAL: _____

DATE: _____