

**Pawling Fire Department
PO Box 132
25 South Street
Pawling, NY 12564**

Phone 845-855-1144

Fax 845-855-3630

Facilities Rental Agreement

Date: _____

This rental agreement (the 'Agreement') is between the Pawling Fire Department and _____ (the "Renter"), for the rental of the hall/pavilion located at 25 South Street, Pawling, NY.

Renter must provide the following:

Address: _____

Phone #: _____
(Daytime) (Evening) (Cell)

Date of the Event: _____ **Hours of Event:** _____
Set Up: _____

Type of Event: _____

Approximate number of people expected to attend: _____

Alcohol will be served: Yes: _____ No: _____ **Will the Event be catered:** Yes: _____ No: _____

Caterer: _____
(Name and phone number) **Caterer must provide Proof of Liability at least 1 week prior to event**

Rental

Hall \$ _____ Kitchen \$ _____ Bar \$ _____ Pavilion \$ _____ = \$ _____
Facilities Manager @ \$15 per hour for _____ hours (**to be paid, in cash, before start of event**) = \$ _____
Head Bartender @ \$15 per hour for _____ hours (**to be paid, in cash, before start of event**) = \$ _____
Additional Bartenders needed: _____ @ \$15 per hour for _____ hours
(**to be paid, in cash, before start of event**) = \$ _____

Signature of Renter: _____ Date: _____

Signature of Renting Member: _____ Date: _____

Rental Deposit: _____ Date Paid: _____ Check #: _____

Security/Cleaning Deposit: _____ Date Paid: _____ Check #: _____

Balance of: _____ Due By: _____ Date Paid: _____ Check #: _____

Caterer Proof of Liability received: _____ Date: _____

Thank you for choosing our facility for your special event. The following are requirements for renting. Complying with these rules will ensure that you will receive a full refund of your deposit. All applicable federal, state, county and town laws and ordinances must be followed. Any violation will result in termination of this agreement with no refund given for any part of the rental fees including all deposits. You are completely responsible for the facility rented during your rental time and the condition of the building at the end of your event.

Rental Fees:

| | |
|---|------------------|
| Hall and Kitchen (no use of stove, dishes or dishwasher)..... | \$500 |
| Hall and Kitchen (with use of stove, dishes and dishwasher) | \$700 |
| Bar | \$100 |
| Facilities Manager..... | \$15 per hour ** |
| One Bartender per 50 adults (21 and older)..... | \$15 per hour ** |
| Pavilion..... | \$100 |

** \$15 per event hour plus set up and breakdown time

Rental Charges:

A deposit, paid by check, to secure your rental date is due upon signing of contract. A Hall Security/Cleaning Deposit must also be paid by **separate** check upon the signing of this contract. This Security/Cleaning Deposit shall be returned to the renter provided the renter (and caterer, if applicable) cleans areas used according to the agreement. If any damage occurs to any property belonging to the Fire Department or Fire District, this deposit shall be forfeited and the renter shall be billed for any damages above and beyond the Security/ Cleaning Deposit. The renter is responsible for any reasonable fees caused by the collection of any damages owed. The Hall Security/Cleaning Deposit fee will be mailed to the renter within one week of the event’s conclusion. **The remaining rental fee must be paid at least one week prior to the “EVENT”. All fees must be paid by personal checks drawn on a local bank or money orders. Checks should be made payable to Pawling Fire Department.**

Hall Capacity:

The maximum capacity of the hall is 240 persons. No exceptions can be made.

Entertainment:

Renter may furnish his/her own DJ or Band. The use of fog or smoke machines is forbidden within the hall.

Bar Policy:

If the bar is rented, the Pawling Fire Department will provide soft drinks. Renter must provide beer, liquor, and all mixers as well as cups. The Pawling Fire Department does not sell alcoholic beverages except at special licensed events. The Pawling Fire Department does not permit underage drinking. All alcohol must be served at the bar by bartenders appointed by the Pawling Fire Department. One bartender per 50 adults, no exceptions! Alcohol is not allowed outside the Facility under any circumstances. Once the event begins, no additional alcohol may be brought onto or into the Facility. If any underage drinking occurs or is found, the function will end and all payment will not be refunded. **The Bartender(s) must be paid in cash before the start of the event.**

Decorating Guidelines:

The use of glitter, rice, confetti, birdseed or any other similar materials is not permitted. No candles or open flames are allowed. Only table decorations and free standing decorations may be used within the hall. Decorations may be hung from the ceiling from provided ceiling hooks. Absolutely no nails, hooks, pins, tacks, tape or glue are permitted on any surface. Renter must furnish own ladder.

Hall Hours:

The hall is rented for a minimum window of time totaling 7 hours. This includes 5 hours of event time with one hour each for setup and cleanup. You can schedule extra time for an additional fee of \$15 per hour for setup and cleanup and \$100 per hour for extra event time. This scheduled overtime must be paid in advance as well as confirmed with the manager. Next day cleanup in not permitted. **Non-scheduled overtime will be billed at \$150 per hour to renter and/or taken from the Hall Security/Cleaning Deposit. Non-scheduled overtime fees for the Facilities Manager and Bartender will also be deducted from the Security/Cleaning Deposit. Local authorities may enforce the building curfew.** All events will end no later than 12:00 midnight, with no exceptions. All guests shall vacate the hall within ½ hour at the end of the event. Renter shall vacate the hall within 1 hour of the event’s conclusion.

Facilities Manager:

A Facilities Manager must be present for the duration of the rental. The Fire Department shall appoint a manager at its discretion. The renter shall pay the manager a fee of \$15 per hour. **The Facilities Manager must be paid in cash before start of event.** This manager is to insure that all rules and conditions of this agreement are followed. The manager is to report any damages or violations to the Fire Department President immediately.

Cancellation:

If cancellation occurs more than 30 days from the date of the rental, then rental fees and full deposit will be refunded. If cancellation occurs less than 30 days before the scheduled date of the event, then the rental fees will be refunded, but the deposit will be withheld.

Refunds

The Pawling Fire Department reserves the right to cancel the event if it becomes essential to use the building for any officially declared emergency or disaster. At such time, the Pawling Fire Department shall refund all fees paid. The Pawling Fire Department shall not be responsible for any actual or implied costs of the Renter related to any such cancellation.

Hold Harmless & Indemnification

I/we, _____, wish to use the rental hall and its related facilities (collectively, the "Facility") owned and/or maintained by the Pawling Fire Department, Inc. and/or its officers, members, employees, agents and affiliated entities, including the Pawling Fire District (collectively, the "Department"), and that in additional consideration for allowing me to use the Facility, the Department expects that I will be, and I agree to be, legally responsible for all that may occur relative to my activities at the Facility, and that I will further hold the Department harmless for and from all claims of any type that might result from my activities. In addition, I specifically agree to the following terms and conditions:

1. The Department shall provide, at my expense, a Hall Manager for the event. Said Hall Manager shall remain on site during the entire event, shall provide necessary assistance to you during the event and shall ensure the safety and protection of the Facility. Under no circumstances shall the Hall Manager or the Department be responsible for the personal conduct of any attendee of the event either within or around the Facility. The appropriate conduct of all attendees shall be solely my responsibility. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
2. The Department reserves the right, in its sole and absolute discretion, to refuse to serve alcohol to any individual who the Department believes or determines is underage, over-intoxicated or for any other reason deemed necessary in order to protect the well-being of that individual or other attendees, or for the safety and protection of the Facility.
3. I shall not rely upon the Department for any assurances, expressed or implied, that my activities will not cause harm to myself or to others. By allowing me to utilize the Facility, the Department is also making no assurances whatsoever that no harm will come to me, my guests or the other attendees either by my activities or by the Facility itself. I am fully responsible to ensure that the Facility is adequate to engage in my activities safely, and in the event I deem they are not, I agree to immediately refrain from such activities. This is solely my responsibility.
4. I hereby acknowledge that I understand the activity I, my guests and other attendees will engage in, as well as the risks associated with such activity. The Department has not and will not provide me with any information or guidance in this regard, and in the event I am not able to conduct such activity safely and properly, I agree to immediately refrain from such activity. This is solely my responsibility.
5. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless the Department or any of their agents or employees for any harm that may come to me, my fellow members, my guests, or my invitees as a result, direct or indirect, to me as a result of the activities or as a result of the facilities, but in consideration of the use of the facility, I further agree to defend, indemnify, and hold harmless the Department, or any of their employees for any claims, including those resulting from alleged acts of negligence on any of their part. It is my knowing intention to provide the Department, and any of their agents, employees, or members the broadest protections against lawsuits that are available.
6. I have read the above information, agree to it, and have had an opportunity to ask any questions that I have. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on my behalf of the organization, and the organization's' members.

Signed: _____

Date: _____

Guest/Organization Name: _____

Pawling Fire Department Rental Rules
Renter Copy

1. Renter is responsible for the cleaning of the hall/pavilion and leaving it in the condition it was found.
2. An announcement must be made at the beginning of the event pointing out all fire exits.
3. All garbage must be removed to the dumpster located on the west side of the Fire House.
4. Any dishes, pots and pans or utensils that were used must be washed and put away.
5. All table and chairs must be cleaned, stacked and stored in bar.
6. All exterior doors shall remain closed during cold weather. If during warmer weather, the air conditioners are used, the doors must also remain closed.
7. No smoking is permitted within the building.
8. All alcohol must be consumed inside the building - no exceptions will be made!
9. No candles or open flames are allowed except for catering sternos when used with chaffing dishes.
10. Out of concern for the safety of your guests, the Apparatus Room is off limits.
11. If the renter uses the walk-in cooler, all leftover food from the renter must be disposed of prior to their departure, unless permission is otherwise given by Facilities Manager.
12. The host is responsible for all guests' actions and in the event of illegal activity, the Facilities Manager shall immediately close the hall and notify the appropriate persons.
13. All parking must be in designated parking areas in the parking lot. Parking next to the building is not permitted. **ALL FIRE LANES AND EQUIPMENT BAYS MUST REMAIN OPEN.**

Pawling Fire Department Facilities
Clean up Checklist

- _____ 1. Garbage cans emptied and bags placed in dumpster
- _____ 2. Tables and chairs cleaned and put away
- _____ 3. Decorations taken down
- _____ 4. Bathroom floors should be swept
- _____ 5. Hall floor swept
- _____ 6. Kitchen floor swept and mopped
- _____ 7. Carpet vacuumed
- _____ 8. Dishes, pots, pans etc. cleaned and put away
- _____ 9. Cigarette and cigar butts need to be properly discarded outside in ashcans