



*Dan Leghorn Engine Company No.1
426 South Plank Road
Newburgh, NY 12550*

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Dan Leghorn VOLUNTEER FIRE DEPARTMENT (hereinafter "DLEC") and _____ (hereinafter the "Renting Party"). DLEC and the Renting Party collectively may be referred to as the "Parties."

Recitals

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

Rentee Name

Address:

Phone:

Function date:

Hours:

Number of Guest:

Hall Rental Purpose:

Advance Set-Up Yes____No_____

If yes, Date_____Time_____

The Rentee must be present at the event & all during the events duration. The Rentee must be at Least 21 years of age..Proof of Name and address, age is required.

Facilities. During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the First floor of the DLEC (the "Hall") located 426 South Plank Rd Newburgh NY 12550, including the restrooms, Kitchen Area and tables, chairs, lights, and normally assigned for use by renting parties. The Renting Party has use of the TV, DVD player and Sound system. During the term of the Rental Period, parking will be made available for the Renting Party's guests, and the parking lot will not be available to the general public. The guest shall park in the West side Parking Area as designated During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate purposes only,

Maximum Capacity. The Rental Party's guest list shall not exceed (100) persons.

Advertising. Absent express written consent from the DLEC, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the DLEC, including the DLEC's parking lot without the expressed permission of the DLEC.

Special events can be conducted with the permission by the DLEC. A outline and reason for the event will be submitted to the DLEC for there approval.

Events, and or Parties that are considered to be not suitable or damaging to the image of the DLEC will be immediately cancelled.

The Rental Party shall take good care of the premises during the function and shall be responsible for misconduct of any of the rentee's guests, employees, invitees or other personnel brought onto the premises by the rentee.

Scheduling. The DLEC retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party. The DLEC reserves the right to cancel parties in concern for public safety.

Indemnity. The Renting Party shall indemnify, defend, and hold harmless the DLEC 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

Rental Period. The Renting Party shall have the use of the Hall on _____, ____, between the hours of ____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Additional set-up time is made in advance and noted on receipt. Advance setup time ,within reason, is at NO charge. Notwithstanding the length of the Rental Period,is (7) hours any music (e.g., disc jockeys, live bands, etc.) must promptly cease at 12:00 A.M and vacate the Hall by 1:00 a.m..

Extended time can be approved in advance at the rate of \$75.00 per hour past 12:00a.m.

If so deemed a cleaning deposit can be requested at the time of the Deposit. Cleaning

Deposits are immediately returned after inspection and you vacate the Hall.

Cleaning Services are available through the DLEC. Service Cost is proportional to the number of guests.

The deposit is refundable with **14** *days* notice of cancellation. If notice of cancellation is not received within 14 days the deposit will not be returned.

Full Payment is required 3 days prior to rental, unless different payment arrangements have been made and noted on the rental receipt.

Alcoholic Beverages..

The Renting Party, company, or individual (including professional caterer) contracting the use of the DLEC facilities shall assume full responsibility in compliance with the Laws of the State of New York, not to allow minors to consume alcohol, not allow an intoxicated person to drive a motor vehicle on or from DLEC property and not allow an intoxicated person to injure another or cause damage to property after having been

furnished or served alcohol at DLEC and shall hold DLEC harmless from any liability or expense, therefore. *The DLEC can request a 'Proof of Insurance' where applicable.*

No alcoholic beverages are to be consumed outside the Hall. All Alcoholic Beverages will be supervised and served from a specified area within the Hall. The Rental Party shall be in compliance with the State of New York. Un-supervised & Not in compliance, distribution of Alcohol will result in the immediate cancellation of the rental.

If a Special Event is approved and Alcohol will be served then the renting Party shall obtain Any licenses or permits required under applicable laws and regulations to do so and provide the DLEC with copies of any such licenses or permits five prior to the event.

No liquor can be sold on the property. .

Access to Premises. The DLEC reserves for its members, representatives, and agents free access and right to enter any portion of the Hall.

All tables must be covered with a plastic table covering of some kind to prevent damage to table.

The renting party agrees to provide all paper goods for the event except garbage liners, paper towels and toilet tissue, which are to be provided by the DLEC.

The rentee must keep the event within the confines of the hall and to be sure that the guests park in the appropriate areas of the parking lot. These areas being the rear parking lot, and parking spaces at the tree line on the west side of parking lot, There is No Ball Playing on the DLEC premises. Children are to be accompanied by an Adult when outside the Hall. Children are not permitted to play in parking area at any time during the event. This is done because we are an active fire dept. And the possibility of an alarm with personnel arriving in said parking area is always moments away.

Decorations.

Decorations are permitted in the Hall. NO Staples or Tacks, Nails, shall be placed into the Walls. Please refrain from using any Tape on the Halls. You can hang decorations from ceiling but refrain from using any Tape to secure.

Rental Chairs, Tables and Other Equipment. Prior to the Rental Period, the DLEC 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 chairs, tables, or other equipment at the end of the Rental Period.

Damage: The Renting Party is responsible, and upon demand shall pay the DLEC, 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 DLEC. Cost as a result of the Damage Shall is paid to the DLEC Night of the occurrence...

In accordance with the Orange County, State of New York Clean Air Act there is NO Smoking in any part of the Building. Smoking is permitted in the designated areas outside the Hall.

The hall is equipped with smoke detectors, if an extreme amount of candles are to be used on a cake, be sure the cake is not directly under one of the smoke detectors. Theatrical smoke is not to be used as this also will set off the smoke detectors.

Fire Alarm In the event of an alarm all guests must remain inside the hall with doors closed until responding firefighters and apparatus have left.

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Cleaning of Hall. The renting party is responsible for setting up and the breaking down of the Tables and chairs, Removal and disposal of garbage as result of the Party. The garbage is disposed in the dumpster located in the West Parking Lot. Additional cleaning that is required or a failure to comply with the cleaning arrangements will result in a forfeit of your

Cleaning deposit.

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
- c. sweep the Hall Kitchen floor;
- d. not put any grease, lettuce, celery, coffee grounds corks or metal objects in the Sink.
- e. turn off all appliances at the end of the Rental Period;
- f. remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period;
- g. provide the DLEC five days prior to the Rental Period the name of the licensed food handler.
- h. Remove Foods and clean any spills occurred in the Refrigerator.