

# Freeville -Fire Department

W. B. STRONG FIRE COMPANY, INC.

## FIRE HALL RENTAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between:

W. B. STRONG FIRE COMPANY OF FREEVILLE, INC., herein after called the "Landlord", and \_\_\_\_\_ of \_\_\_\_\_, herein after called the "Tenant".

### *Facilities*

Landlord agrees to lease to the Tenant the following room(s) at the Landlord's Fire Hall, 21 Union Street, Freeville, New York, for Tenant's function:

Partial Meeting Room (maximum capacity 40 persons)	\$100.00
Full Meeting Room (maximum capacity 75 persons)	\$200.00
Full Meeting Room plus Kitchen	\$250.00

Landlord will provide tables and chairs to seat a maximum total capacity of 80 persons to provide space for distancing.

### *Date*

The date of the rental will be \_\_\_\_\_, 202\_\_ and will be between the hours of \_\_\_\_\_ and \_\_\_\_\_.

### *Kitchen*

Use of Landlord's food, condiments, paper products, or other kitchen perishables are prohibited. Tenant may use reusable kitchen items such as silverware, plates, dishes, etc., (Landlord's equipment) provided they are washed, sanitized and returned to their original place by Tenant. Tenant may not use the meat slicer or the dish washer.

Tenant agrees to notify the Landlord in advance if a professional catering service will be using the kitchen to prepare food. The caterer will be charged 20% of their gross catering fee for use of the kitchen.

### *Clean-up*

After the function, the Tenant agrees to leave the premises in the same condition as when Tenant took possession and to remove all decorations, ornaments, recyclables, waste and other materials brought onto the premises during the Tenants function. Non-recyclable garbage may be placed in the dumpster while renting the hall.

***Restrictions***

Tenant agrees that it will prohibit all persons attending Tenant's function from entering the truck bay, communication room or squad room.

Landlord will not provide refrigeration space for Tenant unless Tenant rents the Kitchen. Tenant agrees not to use the facility for a for-profit venture such as a tag sale, not to charge admission to the facility, and not to charge for food or beverages served at the Tenant's function, without the prior written consent of the Landlord.

***Code Compliance***

Tenant agrees at all times to comply with, publish, and announce applicable fire safety and evacuation notices to all persons attending Tenant's function. Tenant shall not exceed the maximum total capacity shown above (p1).

Tenant agrees that it will obey all applicable codes, rules, regulations, statutes and administrative orders or directives regarding the maximum capacity of the Fire Hall for its function.

***Covid-19 Mitigation***

Deviations from the listed capacity shall be approved by the Town of Freeville and align with the Tompkins County Health Department guidelines; it is the Tenant's responsibility to research and request such information. Venting the Hall by opening windows and doors during the event is required when outside temperatures are above 38 degrees. It is the Tenant's responsibility to enforce the use of masks, proper distancing and other Tompkins County Department of Health mitigation guidelines during the Event. The Landlord reserves the right to terminate Events at which this policy is not being maintained.

***Landlord Access and Directions***

Tenant agrees that at all times, the Tenant and all persons attending Tenant's function will obey the Landlord's direction with respect to parking, security, safety, and use of Landlord's equipment. Tenant authorizes Landlord's agents including the Auxiliary to be on the premises during Tenant's function and Tenant is to be responsible for all persons attending the function to obey Landlord's agents direction with respect to parking, security, safety, and use of Landlord's equipment.

***Indemnification***

Tenant agrees to pay for any damages to the Fire Hall, Kitchen and/or personal property of the Landlord and agrees to indemnify and hold harmless the Landlord for any cause, claim, loss, or damage occasioned by Tenant's use of the premises. This agreement shall extend to and include liability for any personal injury or property damage of Landlord, Tenant or any of Tenant's invitees, guests or persons attending Tenant's function.

***Insurance***

Tenant shall provide a copy of a homeowners insurance policy or other proof of liability insurance prior to signing the contract. If a professional catering service is used, they must also provide a certificate of insurance.

***Informational Technology***

The Tenant may use the wireless internet access found within the building for the purposes of facilitating an event during event setup, execution, and clean up. The tenant agrees to indemnify and hold harmless the Landlord for any cause, claim, loss, or damage occasioned by Tenant's use of the internet provided by the Landlord. The Landlord is under no obligation to provide internet access and such access may be limited or terminated at the Landlord's discretion. The Landlord is not responsible to provide printing or other services beyond basic internet access.

***Security Deposit and Payment***

A security deposit of \$50.00 will accompany this contract for rental of said facility. This security deposit will be refunded within one week after the Tenant's function, once the Landlord has inspected the facility. Any repairs or cleaning required as a result of the Tenant's function will be deducted from the deposit.

In the event that the Tenant cancels the function, the security deposit is non-refundable. Both the security deposit and the full rental payment are due upon signing the contract.

Tenant agrees to provide the Landlord two separate payments for the following amounts:

Security Deposit \$50.00

Rental \$ \_\_\_\_\_

the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF the Landlord and the Tenant have caused this Agreement to be made and accepted on the above date.

\_\_\_\_\_  
Tenant

W. B. STRONG FIRE COMPANY OF FREEVILLE, INC., Landlord

by \_\_\_\_\_  
(Fire Company)