

# Grove Rental Application

Function Date: \_\_\_\_\_

Hours: \_\_\_\_\_ to \_\_\_\_\_ (not to extend beyond 10:00 pm of rental day)

Users Name: \_\_\_\_\_  
("Users Name" is Members Name, Recognized "Not for Profit" Community Group, etc.)

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

Number of Guests: \_\_\_\_\_

Grove Rental Purpose:

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Immediate Family Member: \_\_\_\_\_  
"Immediate family member" is defined as the spouse, child, or mother or father, mother-in law, father-in-law, sister, brother or any relative living the household of a member of the Midway Fire Department, Inc.

Advance Set-up? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, Date: \_\_\_\_\_<sup>1</sup> Time \_\_\_\_\_

(If Applicable)

Caterer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

**The "User" signing this agreement must be present at the event and may not leave.**

**All uses are subject to the conditions on the attached pages of this agreement. Failure to comply with the conditions will result in the revocation of future use privileges. The user has also signed a separate "Hold harmless agreement" as required by the insurance carrier for the Midway Fire District.**

<sup>1</sup> Revised 1/05/05

## **Grove Rental Agreement:**

- 1) The “user” of said grove shall be the responsible person on the premises at all times during said function, to oversee the use of the grove. That person shall make sure that no decorations are tacked, stapled or taped to any wall, light fixture, ceiling and/or table. The only decorations shall be free standing on tables or floors.
- 2) **No vehicles are to be parked in the firehouse parking lot or in the Grove area. Parking will be provided in designated areas in the Taft Furniture Lot, making sure that all roadways to and from the store remain open for customers to access.**
- 3) **Grove is to be kept neat during the function and all areas must be cleaned up with trash emptied into dumpster located in back of Firehouse. The kitchen and cooking areas are to be cleaned and left in the condition that they were found.**
- 4) **Restrooms are to be kept clean and swept out at the end of the function with all trash cans emptied into dumpster located in the back of firehouse.**
- 6) Any damage done to the property of the Midway Fire Department Inc. or Midway Fire District, or surrounding properties, i.e. Taft Furniture, 1960 Central Avenue, is the responsibility of the “User” renting the grove to correct at there expense.
- 8) Fees for Grove Rental shall be as follows:
  - a. Member Rental Fee: \$ 75.00 + \$ 75.00 security deposit
  - b. Member “Good Standing” : \$ 50.00
  - c. Outside Rentals (In District): \$ 100.00 + 100.00 security deposit  
(Outside District): \$ 200.00 + \$ 200.00 security deposit
  - d. Waiver = no charge with a \$ 100.00 security deposit
- 9) Checks are made payable to:

Midway Fire Department Inc.  
1956 Central Avenue  
Albany, New York 12205  
Attention: Grove Committee

Additional charges of \$25.00 for all checks returned to the Midway Fire Department.

- 10) The “User” shall take good care of the premises during the function and shall be responsible for misconduct of any of the user’s guests, employees, invitees, or other personnel brought onto the premises by the “User”.  
The “User” hereby agrees to save, hold harmless, indemnify and provide a Defense to the Midway Fire Department, Inc, and the Midway Fire District and any of the Departments individual members with respect to any and all damages, legal actions, including personal or bodily injuries or property damages sustained by any person, participant or invitee on the premises during the course of and in connection with the use, except to the extent that such damages are solely caused by the negligence of the Department or its members.

- 11) In case of any damage or any injury occurring to the premises, which Damages caused by the carelessness, negligence or improper conduct on behalf of the "User", its invitees, agents or employees, then the Department shall arrange for the repair of such damage or the replacement of the property damaged in its reasonable discretion and the "User" shall pay the reasonable cost associated therewith.
- 12) To the extent permitted by law, the "User" agrees to indemnify and hold the Midway Fire Department, Inc. and the Midway Fire District, their officers, members, and representatives harmless from any and all other injuries to property or person which may result in connection with the use of the premises including the negligence or willful acts on the part of third parties.
- 13) The "User" agrees that the Midway Fire Department, Inc. will not provide any beer, liquor, or any other type of alcoholic beverage. If the "User" or anyone attending the function desire to dispense or consume beer, liquor, or any other type of alcoholic beverage, and assesses a charge or requests donations to attend, the "User" will obtain all appropriate permits or license and will provide the Midway Fire Department, Inc. with a copy of such license, 30 days prior to the function, and Liquor Liability coverage must be attained with limits of \$1,000,000 with the "Midway Fire Department, Inc. and the Midway Fire District" named as additional insured.
- 14) Alcohol and Smoking Policy: The Midway Fire Department does not sell or offer alcohol. The user may bring in alcohol if desired, but there will be no alcohol sales on premises. State law will be followed strictly. Attendees must be at least 21 years of age to drink alcohol. All Fire District buildings are nonsmoking. Users must enforce this rule.
- 10) All "Users" will use the authorized "Cater of Choice", Cajun Catering, for all catered functions at the Midway Fire Department. The Cater's phone number is 518-441-9830.**
- 11) The "User" has examined the premises and finds them suitable and safe for the intended use of the function described above and to extend permissible by law, releases the Midway Fire Department, Inc. and the Midway Fire District from any and all claims which the "User" might now or hereafter have with respect to the condition of the premises.
- 12) In the event payment is not made in full on the date of the function, "User" agrees to pay all costs incurred by the Department in collecting on the account, including all court cost, disbursements and reasonable attorney fees. It is further agreed that all accounts or debts not paid in full on the date of the function shall bear interest running from function date at the rate of 1 percent per month.
- 13) The parties to this agreement hereby stipulate, agree and consent that any disputes, suits or other proceedings involving this contract or the function described herein shall be venued and heard in the Justice Court of the Town of Colonie, provided that if the dispute is outside the monetary jurisdiction of the Colonie Justice Court, it is agreed that the same shall venued and heard in the Supreme Court, county of Albany, State of New York.

- 14) The Midway Fire Department, Inc. make no other representation or warranty other than those contained in this agreement. There are no promises, agreements, terms, conditions, warranties, representations, or statements other than contained in this agreement. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.
- 15) The "User" acknowledges receiving a copy of this Grove Rental Agreement and agrees to all items mentioned in it.
- 21) Security Deposit will be returned upon security release signature from a committee member verifying all above agreements are in compliance.

Sign below and original copy to the Rental Committee with a payment in full for grove rental. "Users" copy will be returned after acceptance and approval by the Midway FD & Committee.

User:

BY: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: Home#: \_\_\_\_\_

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

Accepted and approved: Midway Fire Department, Inc.

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3 revised 1/09/08

