

Hall Rental Application

Function Date: _____

Hours: _____ to _____ (not to extend beyond Midnight of rental day)

Users Name: _____
(“Users Name” is Members Name, Recognized “Not for Profit” Community Group, etc.)

Phone #: _____

Number of Guests: _____

Hall Rental Purpose: _____

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: _____ 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.

- 11) In case of any damage or any injury occurring to the premises, which damages is 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 the 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 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.
- 15) **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.**
- 16) The "User" has examined the premises and finds them suitable and safe for the intended use of the function described above and to the extent 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.
- 17) **In the event of a fire alarm activation, all participants must exit the building. Please follow the exit plans listed and select an area where everyone can meet. Upon arrival of an Officer of the Fire Department, advise them that all parties have exited the building. Once alarm has been investigated, you will be advised when you can re-enter the building. False Alarms caused by participants may result in termination of the event and may be required to leave the premises as well as forfeit deposit.**
- 18) 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.

- 19) 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.
- 20) 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.
- 21) The "User" acknowledges receiving a copy of this Hall Rental Agreement and agrees to all items mentioned in it.
- 22) 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 Hall rental. "Users" copy will be returned after acceptance and approval by the Midway Fire Department & Committee.

User:

By: _____

Address: _____

City, State, Zip: _____

Telephone: Home#: _____

Work #: _____

Accepted and approved: Midway Fire Department, Inc.

