

CONTRACT AND RENTAL AGREEMENT OF THE BENTON FIRE HALL

Everyone requires a \$200.00 deposit payable at time of reservation. Deposits will be refunded within 30 days after event providing the building is clean and there is no damage to building or contents. All deposits and fees will be deposited in our bank. A \$35.00 fee charged for bad checks. Two people from the rental committee are required to inspect the kitchen/dining hall and will use their discretion to determine the cleanliness or that nothing was broken.

Date Requested _____ / _____ / 20_____	Dining Hall only _____ () \$ 300.00
Name _____	Kitchen & Dining Hall () \$ 400.00
Address _____	Day before set up () \$ 50.00
Address _____	Deposit(Refundable) () \$ 200.00
Phone# _____	Total _____

Sent Deposit Check To:
Name _____
Address _____
Address _____

Make Check Payable To:
Benton Vol. Fire Dept.
Check # _____
CASH _____

Total number of participants expected _____
What will the premises be used _____

Mail Payment to:
Martins Equipment
900 Rte. 14 A
Penn yan N.Y. 14527

Applicant Agrees to the following

1. Floors must be swept or dry mopped including (Kitchen,Dining Hall,Bathrooms. (if kitchen was rented.)
- 1A. If confetti is used it must all be cleaned up, as this cleans up hard and some colored confetti will stain floor.
2. All waste paper baskets and garbage cans must be emptied into dumpster,clean bags installed into receptacles
3. Bathroom sinks and toilets are to be flushed and clean.
4. Kitchen sinks, counters and refrigerators cleaned and free of clutter.
5. Items attached to ceilings and windows must be removed in its entirety.
6. Tables are to be washed and chairs are to be wiped off (if dirty.)
7. All furniture to be placed in position it was found.
8. Loud Music and Screaming to be tuned down by 11:00pm. (Please Respect our Neighbors)
9. Lights turned off. Windows and doors to be closed and locked.
10. The building will be unlocked (Time arranged with rental party) or (Key will be given to Rental party prior to event) .
11. Rental party will assume responsibility to lock doors at the end of the event.
12. Deposit will not be returned if any of the above conditions are not met. Any damage to building and /or the utensils or contents of the kitchen, dining hall, bathrooms and lobby will be the responsibility of the renter, and damages will be deducted from the deposit and will result in additional monies if necessary.
13. **THERE IS NO SMOKING IN THE BUILDING!!!!**
14. If rental party chooses not to clean up after the event, (Or excessive cleaning is needed)we will provide to clean the facilities and cleaning charges will be deducted from the deposit **BEFORE** any refunds are issued.
15. The applicant and all of its/his /her guests and invitees shall comply with all laws, orders and regulations of any government or government agency having jurisdiction over the premises.
16. If the applicant serves alcoholic beverages he/she it shall see to it that it is only served in a safe and responsible manner to adults 21 years of age or older and he/she/it hereby assumes all liability which may arise from serving of alcoholic beverages on the premises ,the applicant shall carry public liability insurance to cover the liability assumed herein with limits of at least ~Five Hundred thousand Dollars and no/100(\$ 500,000.00) per person and One Million Dollars and no /100 (\$1,000,000.00) per occurrence for bodily injury and Fifty Thousand and no/100 (\$50,000.00) for each occurrence of property damage. The Benton Fire Department and its officers ,agents and members, shall be named as additional insureds in said policy. The applicant shall provide to the Benton Fire Department at least ten (10) days before taking possession of the premises certificates of insurance written by a company reasonably acceptable to the Benton Fire Department stating that the aforementioned insurance is in full force and effect and that the Benton Fire Department will receive at least a ten (10) day notice of cancellation or any modification. a copy of Home Owners Policy will suffice.
17. The applicant's use of the premises shall be limited to uses reasonably connected to the event described above.
18. Applicants shall not mark, drill into or in any way deface any part of the premises. Applicants shall take good care of the premises and surrender them at the termination of the event in clean,orderly and good condition. Pins, tacks and tape are NOT to be used on walls and ceiling. You must use adhesive stickers that do not remove paint when stickers are removed
19. The applicant shall strictly comply with the provisions here of. Applicant's use of the premises may be terminated immediately for any violation of the provisions here of.
20. The Undersign hereby represents that he/she has full authority to make this agreement on behalf of the applicant.
21. The applicant shall indemnify,hold harmless and defend the Benton Fire Department and its officers, agents, and members from and against any and all liability for loss, cost,damage, or expense which they may suffer or for which they may be held liable by reason of bodily injury,including death,to any person or persons or reason or damage to or destruction of any property,including loss of use thereof,arising out of or in any manner connected with the applicant's use or occupancy of the premises except where due solely to the gross negligence or willful misconduct of the aforesaid indemnities.
22. Cancellation policy : On rentals made for less than 6 month , at least a 14 day notice. Six month or longer at least a 30 day notice.

Committee members: Matthew M. Zeiset ,Daniel Martin, Tom Murphy, Dana Zimmerman , Duane H. Martin. Nathan Horning Rev. 9/19/19

_____/_____/_____
Signature of Individual or President of Applicant Date Benton Fire Department Representative