



ELIZABETH AVENUE FIRE CO.
 2 Wiley Drive, Somerset, NJ 08873
 STATION: 732-356-5272 FAX: 732-469-4223

HALL RENTAL CONTRACT

NAME _____

HOME PHONE # _____ WORK PHONE # _____

ADDRESS _____

CREDIT CARD NUMBER _____ EXP. DATE _____

NAME ON CREDIT CARD _____ SIGNATURE _____

DATE OF RENTAL _____ HOURS: FROM _____ TO _____

TYPE OF AFFAIR: _____ NUMBER OF GUESTS: _____

NAME OF CATERING SERVICE: _____

Amount of Donation to Fire Company: \$ _____ — DEPOSIT REC'D \$ _____ = BALANCE DUE \$ _____

1. CONSIDERATION: In consideration of the facilities to be made available and other provisions of this agreement, RENTER agrees to pay EAVFC the above stated donation. _____

a. Payment schedule (all checks are made payable to Elizabeth Ave. Fire Co.): 1. RENTER must submit a 50% deposit, which is to be paid at the time this agreement is signed. 2. The balance is due 15 days prior to the rental day. 3. **A \$250.00 refundable SECURITY deposit is required 15 days prior to event (in the event that the facilities are damaged).** _____

b. RENTER is responsible for any cleaning costs beyond normal housekeeping incurred in the use of facilities by the RENTER, as assessed by EAVFC. _____

2. CANCELLATION OF THE CONTRACT: This agreement may be terminated by EAVFC at any time, in whole or in part for any or all events or portions thereof, for any reason deemed necessary by EAVFC and EAVFC will refund to RENTER any advance payment received. EAVFC shall not be liable for any costs or any other damages of any kind which may be incurred by the RENTER, participants, vendors, or anyone involved with the conference in the event of such termination or cancellation. RENTER must cancel at least 45 days prior to the event for full deposit refund, unless contract is committed less than 45 days prior to the event in which entire deposit will be forfeited. _____

3. INDEMNIFICATION: RENTER agrees to defend, indemnify and hold EAVFC, its officers, directors, contractors, agents and employees harmless from and against any suit, claim, loss, or cause of action arising out of or in conjunction with the utilization of the facilities, or the areas in proximity to the facilities, by the RENTER pursuant to this Agreement. In addition, RENTER agrees to reimburse EAVFC for any and all damages, including attorney fees, which may occur to EAVFC's facilities, equipment, fixtures, furniture, or other property, either real or personal, which occur or arise out of the utilization of facilities pursuant to this Agreement, without regard to whether such damage is caused by RENTER or is a result of negligence or other fault of the RENTER. _____

4. LIABILITY: EAVFC assumes no liability to RENTER for any mechanical or electrical failure, natural disaster, riot, act of God, bomb threat, or any other development which may prevent, disrupt, limit or frustrate RENTER's use of facilities. _____

5. SAFETY: EAVFC reserves the right to make and enforce all necessary or appropriate rules for the safe and efficient use of the facilities. This shall include but not be limited to the right to remove from the event any unruly, disruptive, or otherwise objectionable person without liability to EAVFC and it shall be understood that all EAVFC facilities and grounds are subject to the charge and control of EAVFC at all times. EAVFC reserves the right to determine the level of security required at an event, the expense thereof will be borne by the RENTER. In addition, EAVFC reserves the right to evacuate the premises during any activity in progress where it is deemed necessary for the safety of the general public. _____

6. USE REGULATIONS: RENTER agrees to comply with all use regulations pertaining to the EAVFC facilities to be rented. Use regulations include, but not be limited to, the following:

A. All events must terminate promptly at the time(s) stated herein and it is the RENTER's responsibility to assure that the facilities herein described are vacated immediately by all attendees. All of RENTER's equipment or signs and any equipment supplied or used by RENTER's agents must be removed upon termination of the event. _____

B. RENTER will be responsible for all EAVFC owned or leased equipment supplied or used in conjunction with the event(s) herein described and will be liable for the repair or replacement of the equipment in the event that it is damaged, stolen, lost, or misplaced. EAVFC assumes no responsibility for loss or theft of equipment or personal property of the RENTER or any of its participants, presenters, entertainers, or vendors, both inside the facility or in the parking lot. RENTER assumes all responsibility for any goods or materials which may be placed in storage at EAVFC before, during or after the event(s). _____

C. RENTER shall only have the use of the facilities herein described and only for the purpose herein stated. _____

D. EAVFC reserves the exclusive right to designate its members as the beverage servers at all EAVFC facilities. These servers are compensated by the renting party only and are the only individuals permitted to use the fire company beverage equipment. _____

E. Smoking is prohibited except in designated areas. _____

F. Alcoholic beverages are only permitted at EAVFC's sole discretion at events overseen by EAVFC members, and must be confined to the designated area. _____

G. RENTER and guests will not at any time enter the apparatus room of the building, and will keep away from unauthorized areas of the building. _____

H. RENTER is subject to and will comply with all laws, regulations, and codes of the State of New Jersey, County of Somerset, and of Franklin Township, NJ. RENTER will be responsible to make payment for any and all required licenses, permits, etc. required for the performance of the events herein described and shall also be responsible for the payment and collection of any taxes as required. _____

7. NOISE POLICY: EAVFC reserves the right to determine if noise and/or music levels rise above the allowable decibel level as per the Franklin Township Noise Ordinance, Chapter 167; and, at the request of EAVFC representative(s), RENTER agrees to adjust noise and/or music levels accordingly. _____

8. INSURANCE: Any cooking operations performed on EAVFC property will require a Certificate of Liability and Worker's Compensation Insurance by RENTER naming EAVFC as additional insured 15 days prior to event. Should Certificate of Insurance by RENTER not be provided 15 days prior to event, EAVFC reserves the right to refuse rental of hall and deposit will be forfeited. _____

IN WITNESS WHEREOF, the party signing below (RENTER) does hereby enter into and execute this agreement with the Elizabeth Avenue Volunteer Fire Company of Franklin Township (EAVFC) on this day of _____, 20_____.

RENTER: _____ Print Name: _____ DATE: _____

EAVFC: _____ Print Name: _____ DATE: _____

USE REGULATIONS

USE REGULATIONS PERTAINING TO EAVFC FACILITY SHALL include, but not be limited to, the following:

A. All events must terminate promptly at the time(s) stated herein and it is the RENTER's responsibility to assure that the facilities herein described are vacated immediately by all attendees. All of RENTER's equipment or signs and any equipment supplied or used by RENTER's agents must be removed upon termination of the event.

B. RENTER will be responsible for all EAVFC owned or leased equipment supplied or used in conjunction with the event(s) herein described and will be liable for the repair or replacement of the equipment in the event that it is damaged, stolen, lost, or misplaced. EAVFC assumes no responsibility for loss or theft of equipment or personal property of the RENTER or any of its participants, presenters, entertainers, or vendors, both inside the facility or in the parking lot. RENTER assumes all responsibility for any goods or materials which may be placed in storage at EAVFC before, during or after the event(s).

C. RENTER shall only have the use of the facilities herein described and only for the purpose herein stated.

D. EAVFC reserves the exclusive right to designate its members as the beverage servers at all EAVFC facilities unless such right is specifically waived as a written amendment to this agreement. These servers are compensated by the renting party only and are the only individuals permitted to use the fire company beverage equipment.

E. Smoking is prohibited except in designated areas.

F. Alcoholic beverages are only permitted at EAVFC's sole discretion at events overseen by EAVFC members, and must be confined to the designated area, unless this provision is waived as a written amendment to this agreement.

G. RENTER and guests will not at any time enter the apparatus room of the building, and will keep away from unauthorized areas of the building.

H. RENTER is subject to and will comply with all laws, regulations, and codes of the State of New Jersey, County of Somerset, and of Franklin Township, NJ. RENTER will be responsible to make payment for any and all required licenses, permits, etc. required for the performance of the events herein described and shall also be responsible for the payment and collection of any taxes as required.