

Echo Hose, Hook & Ladder Co. No.1, Inc.

31.0). Box 204

Shelton, Conn. 05484

Hall Rental Agreement

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Echo Hose Hook & Ladder Fire Co. #1 (hereinafter "Echo Hose") and ______ (hereinafter the "Renting Party"). Echo Hose and the Renting Party collectively may be referred to as the "Parties."

Recitals

The Echo Hose desires to rent out the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. Facilities

During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the second floor meeting room of the Echo Hose (the "Hall") located at 379 Coram Ave, Shelton, CT 06484, including the restrooms, tables, chairs, lights, and coat rack normally assigned for use by renting parties. During the term of the Rental Period, the Renting Party may have access to and use of, for legitimate purposes only, (a) the ice machine, (b) one refrigerator and (c) oven, all located in the kitchen area adjacent to the Hall (the "Kitchen"), subject to terms and conditions of paragraph 10. <u>Under the terms of this Agreement, the Renting Party is not permitted use of the (a) the Member Social Room or any of its contents,</u> (b) furniture (c) any audio/visual equipment located in the Hall or Members Social Room, or (d) any other equipment and/or utensils in the kitchen not specified in this paragraph. During the term of the Rental Period parking will be available in the rear of the firehouse for the Renting Party's guests. There is <u>NO PARKING</u> in front of the firehouse.

2. Rental Period

The Renting Party shall have the use of the Hall for the duration of four (4) hours on (Date) ______, 20____, between the hours of ______ and _____ (the "Rental Period"). The Rental period will allow a half hour prior for setup time and a half hour afterwards for cleanup. Notwithstanding the length of the Rental Period, any music must promptly cease at 11:00 P.M. Excessive noise from the Renting Party's event is not permitted t is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in closing of the Renting Party's event.

3. Rental Charge

The charge for the Rental Period shall be **\$300** payable in full to the Echo Hose Hook & Ladder Fire Co. via check or money order five days in advance of the Rental Period, or upon the execution of this Agreement. Additional rental time can be purchased at the rate of **\$50** per hour. **Initial:**

4. Rental Hold/Security Deposit

In addition to the Rental Charge, the Renting Party shall pay the Echo Hose an additional charge of \$100 – the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other part of the Echo Hose.

5. Maximum Capacity

No more than one hundred eight (108) persons shall be permitted in the Hall at one time per the order of the Fire Marshal's Office.

6. Decorations

Decorations permitted in the Hall are those which may be placed on the floor or on the tables. The Renting Party shall also be allowed to hang, tape, or suspend decorations from the walls, ceilings, or columns within the Hall as long as no damage will occur as a result. No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, bird seed, glitter or confetti of any type in the Hall or on the grounds outside of the Echo Hose.

7. Rental Chairs, Tables and Other Equipment

Prior to the Rental Period, the Echo Hose must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.

8. Damage

The Renting Party is responsible, and upon demand shall pay the Echo Hose, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat hanger, or any other property or assets owned by the Echo Hose. **Initial:**

9. Cleaning of Hall

The Echo Hose Janitor or designee shall clean the Hall following the Rental Period. The Renting Party is to place garbage bags in the garbage receptacles outside in the rear, to ensure no food is left out in the Hall or Kitchen, and the floors are swept. (Included in condition #3.)

10. Use of Kitchen

If the renting Party uses the Kitchen it shall:

A. Remove all boxes, food and trash from the Kitchen at the end of the Rental Period

B. Clean all counters and surface work areas in the Kitchen, including any food spilled in the refrigerator

C. Sweep the Kitchen floor:

D. Turn off all appliances at the end of the Rental Period;

E. Remove all dishes, glasses, silverware, linens, and other material equipment utilized by the Renting Party at the end of the Rental Period;

F. Not use any Echo Hose pots, pans, any other cooking utensils, the Kitchen coffee machines or any equipment or materials stored in Kitchen cabinets or storage areas.

11. Acts Beyond the Control of the Echo Hose

In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause or if any casualty or unforeseen occurrence shall render the Echo hose fulfillment of this Agreement impossible, then this Agreement shall terminate, and the Echo Hose shall pay the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph. **Initial:**

12. Acceptance of Premises

The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period. Inspection will be completed at the signing of this agreement.

13. Scheduling

The Echo Hose retains the right to schedule other events in the Hall both before and after the Rental Period without notice to the Renting Party.

14. Advertising

Absent express written consent from the Echo Hose, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall of the Echo Hose.

15. Access to Premises

The Echo Hose reserves for its members, representatives, and agent's free access and right to enter any portion of the Hall at any time.

16. Indemnity

The Renting Party shall indemnify, defend and hold harmless the Echo Hose and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Hall.

17. Cancellation

In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (i) breaches any term of this Agreement or (ii) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

18. Compliance with Laws

The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.

19. Alcoholic Beverages

If the Renting Party intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide the Echo Hose with copies of any such licenses or permits five days prior to the Rental Period. No alcoholic beverages are to be consumed outside of the Hall. Failure to obtain the proper permits or if alcohol is discovered without the proper permits obtained will result in closing of the Renting Party's event. **Initial:**

20. Assignment

This Agreement may not be assigned or transferred without the express written consent of the Echo Hose.

21. Entire Understanding

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between the Parties, whether verbal or written, regarding the rental of the Hall.

22. Modifications

This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

23. Advice of Counsel

Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily and without reservation.

24. Governing Law

This Agreement shall be governed by the laws of the State of Connecticut. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

25. Required Signatures

This Agreement is not valid unless signed by the Captain of the Echo Hose and the individual renting or claiming responsibility for the Renting Party.

26. Binding Effect

This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

27. Video and Audio Monitoring

The Echo Hose building is monitored inside and outside by video and audio surveillance/recording devices. **Initial:** _____

Mailing Address:

Echo Hose Hook & Ladder Fire Co. #1 P.O. Box 204 | Shelton, CT 06484

ECHO HOSE HOOK & LADDER FIRE CO. #1 OFFICER

Name:	Title:
Signature:	Date:
RENTING PARTY	
Name of Organization (if applicable):	
Name:	Title:
Address:	
Signature:	Date: