

Section VIII. Consumption of Alcoholic Beverages

Sale of alcoholic beverages is prohibited. Renter shall not cause the consumption of any alcoholic beverages by anyone under the age of twenty-one as required by law. Renter shall not serve any alcoholic beverages to any intoxicated individuals. The event will be cancelled immediately upon any violation involving alcohol.

Section IX. Exclusion of Persons From Premises.

Owner reserves the right to exclude or expel from the premises any person who in the judgment of the Owner is intoxicated or under the influence of drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the building.

Section X. Restroom Facilities

The toilet rooms, toilets, urinals, wash basins, and other facilities shall not be used for any purpose other than that for which they are designed, constructed, and installed. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Renter.

Section XI. Obstruction to Passageways.

The sidewalks, entrances, passages, vestibules, corridors and public parts of the building shall not be obstructed or encumbered by Renter or used by Renter for any purpose other than ingress and egress.

Section XII. Signs

No signs or lettering shall be affixed by Renter to any part of the outside of the premises without the written consent of the Owner.

Section XIII. Heat

Owner agrees to furnish Renter adequate and reasonable heat on the date of the rental.

Section XIV. Water

Owner agrees to furnish hot and cold water without charge.

Section XV. Electricity

Owner agrees to furnish electricity for and during the rental term. Renter shall not use any electrical equipment which in Owner's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installation therein by Owner.

Section XVI. Quiet Enjoyment

Owner covenants that if, and so long as, Renter pays the sum due, and any additional fees as provided, and performs the covenants of this Agreement, Renter shall peaceably and quietly have, hold, and enjoy the Hall for the term herein stated, subject to the provisions of this Agreement.

Section XVII. Care and Repair of Premises

Renter shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in use and occupancy of the Hall, conform to all laws, local ordinances, orders, and regulations of state and municipality.

Renter shall be responsible to make or cause to make any and all repairs to the Hall as a result of their use and occupancy.

Section XVIII. Use and Maintenance of Parking Area

Renter, so long as it shall have the exclusive use of the north parking area, shall maintain a clean and safe environment.

Section XIX. Alterations

Renter shall not, without first obtaining the written consent of the Owner, make any alterations to or about the Hall.

Section XX. Accumulation Of Waste And Refuse Matter

Renter shall not permit the accumulation of waste or refuse matter on the rented premise or anywhere in or near the building.

Section XXI. Prohibition, Activities Increasing Fire Insurance Rates

Renter shall not do or suffer anything to be done on the premises which will cause an increase in the rate of fire insurance on the building.

Section XXII. Compliance With Rules And Regulations

Renter shall observe and comply with the rules and regulations set forth below, which are made as part of this Agreement, and with such further reasonable rules and regulations as Owner may prescribe, on written notice to the Renter, for the safety, care and cleanliness of the Hall and the comfort, quiet, and convenience of others.

Rules and Regulations

BEFORE RENTAL:

- Inspect rental hall and areas of use for cleanliness and damage *before* setting up. Report any problems to rental coordinator.

DURING RENTAL:

- Use Owner supplied masking tape on wooden moldings only. Any use of tacks is prohibited. Affixing anything to drywall is prohibited.
- Nothing is to be hung from the ceiling, except from the provided hooks.
- When arranging tables and chairs, maintain a three foot aisle to the exits per the fire code. Occupancy is not to exceed posted amount.
- The sale of alcohol is prohibited by law. Distribution of alcohol to minors is illegal and violators will be aggressively prosecuted. The use of alcohol on the premises is the sole responsibility of the renter. The event will be cancelled immediately upon any violation involving alcohol. Be mindful of friends who may need a ride home. We welcome overnight vehicles due to this situation and only ask that they be retrieved the following morning.
- The use of smoke machines, pyrotechnics, or open flame devices (candles, etc) is prohibited. Approved "Sterno" devices for warming food may be used in accordance with manufacturer's instructions.
- Please turn on the hood fan when using the stove. The switch is located on the wall to the left, by the entrance to the hallway.
- Do not use the grill – it is for Owner use only.
- The telephone is for Owner use and emergency use only.
- Please supervise young children at all times.
- Should you encounter a problem, contact the rental coordinator immediately.

Please keep in mind that this is a working fire station. The following items are of the utmost importance:

- **DO NOT** park in front of the garage doors. Vehicles in violation will be towed at the owner's expense.
- **DO NOT** block the door leading to the bay area. (This is nearest the kitchen door.)
- **DO NOT** socialize near any of the garage doors, or in the fire department members' parking lot.
- **DO NOT** park your car by the kitchen entrance for any longer than it takes to load or unload the vehicle.

AFTER RENTAL:

- Remove all decorations and tape.
- Wipe down tables and chairs before stowing them.
- Return hall, kitchen and bathrooms to pre-event conditions.
- Wash and dry all kitchen utensils, pots and pans, and return to the original storage locations.
- Remove all items from and clean the refrigerator.
- Empty all trash receptacles, including bathrooms; replace trashcan liners. The dumpster at the rear of the firehouse may be used for the disposal of trash.
- Broom sweep the floors, then mop with warm water and the supplied cleaning solution.
- Before leaving: ensure that all doors and windows are closed and locked, shut off ceiling fans, stove hood, lights, and coffee maker, and reset the thermostats to the original settings if changed.
- Please don't leave anything behind – we are not responsible for personal property.
- Please leave the building key in the mail slot located on the executive office door.

Section XXIII. Owner's Remedies on Default

It is understood and agreed that the remedies given to the Owner shall be cumulative, and the exercise of any one remedy by the Owner shall not be to the exclusion of any other remedy.

Section XXIV. Section Headings

The Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section XXV. Compliance with Law

Renter shall, at its sole cost and expense, comply with all laws pertaining to Renter's use of the premises (the Hall), and shall faithfully observe all State and Local laws in the use of the premises.

Section XXVI. Hold Harmless

Renter shall defend and indemnify Owner from all liability, losses, penalties, damages, costs, expenses, including without limitation, attorney fees, causes of action, claims, or judgments arising out of or related to their rental of the premises (the Hall).

Owner shall not be liable to Renter for any damage to Renter or Renter's property, and Renter waives all claims against Owner for damages to person or property from any cause.

Section XXVII. Liability for Attorney Fees

In case suit shall be brought for a wrongful withholding of possession of the premises, for

recovery of any rent due under the provisions of this Agreement, of because of the breach of any covenant herein contained, the prevailing party in any legal action may recover as part of the judgment reasonable attorney fees.

Section XXVIII. Partial Invalidity

If any term, covenant, or condition of this Agreement or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section XXIX. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

Section XXX. Venue of Actions

Any action or judicial proceeding involving this lease may be brought only in the courts of the County of Dutchess, State of New York.

Section XXXI. Entire Agreement

This Agreement sets forth all of the covenants, promises, and understandings between Owner and Renter concerning the rented premises (the Hall), and Owner and Renter respectively acknowledge that there are no covenants, promises, representations, inducements, conditions, or understandings, either oral or written, between the parties other than those set forth in this Agreement. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Owner or Renter unless reduced to writing and signed by each party.

Section XXXII. Certification by Renter

Renter hereby certifies that they have carefully read and understood every word in this Agreement and by signing this Agreement agrees to faithfully comply with its provisions.

Dated:

East Fishkill, New York
This day of , 200

Wicopee Fire Company (Coordinator)

Renter Signature

Print name

Street Address

Town State Zip

Telephone