

STANDARD RENTAL AGREEMENT FOR HORACE FIRE EVENT CENTER

NAME _____

ADDRESS _____

CELL _____

PHONE: _____ EMAIL: _____

DATE OF RENTAL: _____

START TIME: _____ AM/PM END TIME: _____ AM/PM.

RENTAL ELIGIBILITY: YOU MUST HAVE AND PROVIDE PROOF ALONG WITH YOUR DRIVER'S LICENSE OF PHYSICAL RESIDENCY WITHIN THE HORACE FIRE DEPARTMENT DISTRICT (58047) AND YOU MAY BE REQUIRED TO PROVIDE A SPONSOR FROM THE HORACE FIRE DEPARTMENT TO SPONSOR YOUR RENTAL. PLEASE CONTACT THE FIRE DEPARTMENT IF YOU HAVE QUESTIONS REGARDING THIS REQUIREMENT.

ALL RENTALS ARE SUBJECT TO THE RULES AND CONDITIONS SET DOWN BY HORACE FIRE DEPT

HORACE FIRE DEPT (HEREAFTER THE "FIRE COMPANY") ON THE ATTACHED PAGES. RENTAL IS NOT GUARANTEED UNTIL THE FULL RENTAL AMOUNT IS PAID. FIRE COMPANY RESERVES THE RIGHT TO CANCEL ANY RENTAL AGREEMENT.

1. INCORRECT INFORMATION ON THE RENTAL AGREEMENT/APPLICATION MAY RESULT IN CANCELLATION OF THE RENTAL RESERVATION AND LOSS OF DEPOSIT, WITH NO CONSEQUENTIAL DAMAGE TO THE FIRE COMPANY.
2. RESPONSIBLE PARTY FOR THE RENTAL MUST BE ON SITE DURING THE ENTIRE LENGTH OF THE RENTAL PERIOD.
3. FIRE COMPANY MEMBERS ARE NOT AVAILABLE FOR LOADING AND/OR UNLOADING OF ITEMS FOR RENTAL.
4. DO NOT BLOCK DOORS OR EXITS.
5. IN CASE OF THE FIRE ALARM ACTIVATION, PLEASE SAFELY EXIT THE BUILDING TO THE MAIN PARKING LOT, SO AS NOT TO OBSTRUCT EMERGENCY RESPONDERS WHO WILL BE ARRIVING.
6. KEEP DOORS CLOSED FOR SECURITY AND FOR THE EFFECTIVE OPERATION OF OUR HVAC SYSTEMS.
7. THERE SHALL BE NO PARKING BY THE RESPONSIBLE PARTY AND/OR GUESTS IN THE FRONT EAST LOT AND/OR THE BACK, WEST SIDE OF THE FIRE HALL. THESE SPACES ARE RESERVED FOR PARKING BY THE FIRE COMPANY MEMBERS WHO RESPOND TO EMERGENCIES.
8. RENTAL FEES: A \$25.00 CHARGE WILL BE LEVIED AGAINST ALL RETURNED CHECKS.
 - A) A \$100.00 RENTAL AND \$200.00 DEPOSIT SHALL BE PAID FOR RENTAL OF THE EVENT CENTER AT A MINIMUM OF 1 WEEK AFTER THE REQUEST TO RENT IS ACKNOWLEDGED.

B) THERE WILL BE NO RETURN OF THE \$100.00 RENTAL FEES FOR A SHORT NOTICE CANCELLATION BY THE RENTER WITHIN (15) DAYS OF THE EVENT DATE.

C) THERE IS A \$200.00 DEPOSIT ON TOP OF THE \$100.00 RENTAL FEE, THE \$200.00 WILL BE RETURNED IF THERE ARE NO DAMAGES OR CLEANING FEES. IF THERE ARE DAMAGES THAT REQUIRE MORE THAN \$200.00 THE RENTER WILL BE BILLED THE REMAINING AMOUNT.

9. EMERGENCY CONTACTS SHALL BE AS FOLLOWS:

LOCATION: HORACE FIRE HALL 413 MAIN AVE. HORACE N.D. 58047 EMERGENCY – 911

IMMEDIATELY NOTIFY HALL MANAGER / FIRE COMPANY REPRESENTATIVE OF ANY INCIDENT ON THE PROPERTY INCLUDING: FALL, INJURY, ACCIDENT, DAMAGE, OR ALTERCATION.

10. THE PREMISES SHALL BE USED FOR THE TYPE OF EVENT DESCRIBED ABOVE AND FOR NO OTHER PURPOSES.

11. HALL RENTAL SHALL INCLUDE THE USE OF THE EVENT CENTER FOR THE TIME AS AGREED UPON BY RENTAL PARTY AND RENTAL MANAGER.

12. DECORATIONS OF ANY NATURE THAT REQUIRE TAPE, NAILS, SCREWS, OR OTHER ATTACHMENT TO THE WALLS, DOORS, CEILING, WINDOWS, LIGHT FIXTURES, OR WOODWORK ON THE INTERIOR AND EXTERIOR OF THE BUILDING ARE PROHIBITED. THE USE OF CONFETTI IS PROHIBITED. ENTERTAINMENT MUST VACATE THE HALL UPON COMPLETION OF EVENT.

13. THE FIRE COMPANY CANNOT AND WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY ARTICLES LOST, STOLEN, LEFT BEHIND IN THE HALL OR IN AND AROUND THE BUILDING.

14. CONDUCT: RESPONSIBLE PARTY AND GUESTS ARE REQUIRED TO CONDUCT THEMSELVES IN AN ORDERLY FASHION DURING THE EVENT AND WHEN LEAVING AFTER THE EVENT.

15. THE RESPONSIBLE PARTY SHALL BE ACCOUNTABLE FOR ALL PERSONS WHO ATTEND THE FUNCTION AND SHALL ENSURE THAT ALL PERSONS ACT IN AN ORDERLY, RESPONSIBLE AND SAFE MANNER. THE FIRE COMPANY THROUGH ITS BEVERAGE SERVERS AND HALL MANAGER RETAINS THE RIGHT TO TERMINATE THE EVENT OR EXPEL ANY PERSON OR PERSONS DUE TO DISTURBANCES IN THE HALL OR ON FIRE COMPANY PROPERTY, WHO ARE DEEMED TO BE UNRULY, UNSAFE, ILLEGAL OR DANGEROUS BEHAVIOR, OR WHO ARE IN VIOLATION OF ANY OTHER CLAUSE OF THE CONTRACT.

16. THE RESPONSIBLE PARTY SHALL ALSO BE ACCOUNTABLE FOR ANY DAMAGE OR DEFAACEMENT TO THE LEASED PREMISES, OR FIRE COMPANY PROPERTY, CAUSED BY THEIR GUESTS OR EMPLOYEES DURING THE SUBJECT RENTAL, REGARDLESS OF CAUSE AND SHALL PROMPTLY REIMBURSE THE FIRE COMPANY IN FULL FOR SUCH DAMAGES.

17. THERE SHALL BE NO ILLEGAL ACTIVITIES, DRUGS, OR FIREARMS/WEAPONS ON THE FIRE COMPANY PROPERTY DURING THE EVENT (WITHOUT APPROVAL OF THE FIRE DEPT LIKE IN THE CASE OF FIRE ARMS TRAINING).

18. THE USE OF THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE ORDINANCES OF THE TOWNSHIP AND THE LAWS OF THE COMMONWEALTH OF N.D. THE USE OR DISPENSING OF ANY ALCOHOLIC BEVERAGES SHALL BE IN ACCORDANCE WITH THE LAWS AND RULES OF THE N.D. AND THE POLICIES SET

BY THE FIRE COMPANY. THE OBSERVANCE OF THE AFORESAID RULES AND ORDINANCES IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL OR GROUP OR ORGANIZATION RENTING THE FACILITIES OF THE FIRE COMPANY.

19. NO SMOKING IS PERMITTED INSIDE THE FACILITY.

20. DO NOT DRAG TABLES OR CHAIRS, PLEASE CARRY THEM. DO NOT LEAN OR PUSH CHAIRS OR TABLES AGAINST THE WALLS.

21. NO OPEN FLAMES OR PYROTECHNICS ARE PERMITTED IN THE FACILITY OR ON THE PROPERTY. THE ONLY EXCEPTION SHALL BE SMALL TEA LIGHT CANDLES WHICH MUST BE IN APPROVED NONCOMBUSTIBLE HOLDERS AND MUST BE APPROVED BY THE HALL MANAGER.

22. IN CONSIDERATION OF THE LEASING OF THE PREMISES OF THE FIRE COMPANY TO THE UNDERSIGNED, THE UNDERSIGNED HEREBY RELEASES THE FIRE COMPANY, ITS OFFICERS, MEMBERS AND EMPLOYEES (COLLECTIVELY THE "THE FIRE COMPANY PARTIES") FROM ANY AND ALL SUITS, ACTIONS, COMPENSATION, CONSEQUENTIAL AND PUNITIVE DAMAGES, FROM ANY AND ALL PROPERTY DAMAGE, PERSONAL INJURIES, ILLNESSES, DEATH RESULTING FROM ANY OCCURRENCE OR ACCIDENT THAT MAY OCCUR AS A RESULT OF OR ARISE OUT OF LEASING OR USE OF THE DESCRIBED PREMISES BY THE RESPONSIBLE PARTY.

23. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FIRE COMPANY PARTIES FROM ANY CLAIMS BROUGHT BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

24. THIS RENTAL AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF N.D. THE PARTIES AGREE THAT JURISDICTION AND VENUE SHALL LIE EXCLUSIVELY IN THE APPROPRIATE TRIAL COURT OF THE COUNTY OF CASS TOWNSHIP OF UPPER PROVIDENCE IN WHICH THE PREMISES IS LOCATED, OR, IF APPROPRIATE IN THE UNITED STATES DISTRICT COURT FOR SUCH COUNTY

25. IN THE EVENT THAT ANY COURT OF COMPETENT JURISDICTION ENTERS A FINAL ORDER DETERMINING THAT ANY PROVISION OF THIS RENTAL AGREEMENT IS UNENFORCEABLE, ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT.

RULES AND REGULATIONS CONCERNING KITCHEN USE AND CLEAN-UP FOR ALL CATERERS AND RESPONSIBLE PARTIES

1. NO PROPANE CYLINDERS ARE PERMITTED INSIDE THE BUILDING; ALL FACILITIES USED BY THE CATERER MUST BE LEFT IN A CLEAN AND ORDERLY CONDITION. THE RESPONSIBLE PARTY MUST ENSURE THAT ALL KITCHEN RULES ARE COMPLIED WITH.

2. NO OPEN FLAMES OR PYROTECHNICS ARE PERMITTED IN THE FACILITY OR ON THE PROPERTY. THE ONLY EXCEPTION SHALL BE SMALL TEA LIGHT CANDLES WHICH MUST BE IN APPROVED NONCOMBUSTIBLE HOLDERS AND MUST BE APPROVED BY THE HALL MANAGER.

3. CATERERS AND/OR RESPONSIBLE PARTIES ARE ASKED TO CLEAN UP THE KITCHEN WHEN DONE WITH RENTAL

4. REMOVAL OF ANY FIRE COMPANY PROPERTY IS EXPRESSLY PROHIBITED
5. NO DEEP FRYING OR HOT OIL COOKING IS PERMITTED INSIDE OR WITHIN 20 FT OF BUILDING.
6. THE PURPOSE AND INTENT OF PERMISSION TO USE THE STOVE AND OVEN IS FOR THE WARMING OF FOOD, NOT COOKING ON SITE.
7. ANY USE OF STERNO IS TO BE SUPPLIED AND PROPERLY USED AND MAINTAINED BY THE CATERER.
8. ALL COUNTERTOPS MUST BE WIPED DOWN. THE REFRIGERATOR, MICROWAVE AND THE FREEZER MUST BE EMPTIED COMPLETELY, WIPED OUT INSIDE, AND WIPED DOWN BEFORE LEAVING.
9. ALL TRASH AND RECYCLING MUST BE PROPERLY BAGGED, TIED AND DISPOSED OF IN THE DUMPSTERS PROVIDED OUTSIDE. TRASH BAGS WILL BE PROVIDED FOR YOUR USE.
10. THE STOVE AND OVEN MUST BE COMPLETELY TURNED OFF AND MUST BE WIPED DOWN AFTER USE.
11. SHOULD THE CATERERS AND/OR RESPONSIBLE PARTY FAIL TO COMPLY WITH THESE RULES, THE SECURITY DEPOSIT, IN PART OR IN TOTAL, MAY NOT BE RETURNED TO THE RESPONSIBLE PARTY AND SUCH DEPOSITS WILL BE USED TO COVER EXPENSES.

BY SIGNING THIS AGREEMENT, THE RESPONSIBLE PARTY AGREES THAT HE/SHE HAS READ AND AGREES TO ABIDE BY ALL PROVISIONS OF THIS CONTRACT AND SPECIFICALLY RULES LISTED ABOVE, AND THE ALCOHOL CONSUMPTION RULES (IF APPLICABLE).

ALCOHOL CONSUMPTION AGREEMENT THE PURPOSE OF THIS POLICY IS TO SET FORTH THE POSITION OF THE FIRE COMPANY WITH REGARD TO ALCOHOL CONSUMPTION. OUR POSITION IS THAT IF ONE CHOOSES TO DRINK ALCOHOL AT SOCIAL EVENTS, ONE SHOULD BE GUIDED BY MATURITY, RESTRAINT AND REGARD FOR THE WELL-BEING OF OTHERS. THE RESPONSIBLE PARTY MUST READ AND INITIAL EACH LINE ITEM LISTED BELOW CONCERNING THE CONSUMPTION OF ALCOHOL ON FIRE COMPANY PROPERTY.

_____ SELLING ALCOHOL AND/OR CHARGING ADMISSION IS STRICTLY PROHIBITED AND IS AGAINST THE LAW.

_____ ALL GUESTS WHO WISH TO CONSUME ALCOHOL ON FIRE COMPANY OWNED PREMISES MUST BE AT LEAST 21 YEARS OF AGE, AND MUST BE ABLE TO PROVIDE A PROOF OF AGE CERTIFICATE. A VALID DRIVER'S LICENSE OR A VALID NON-DRIVER'S PHOTO I.D. CARD WILL BE THE ONLY POSITIVE PROOF OF AGE.

_____ THE SERVING OF ALCOHOL BY ANY ADULT GUEST TO A MINOR WILL BE CONSIDERED AS A VIOLATION OF THE RENTAL AGREEMENT AND WILL BE GROUNDS FOR IMMEDIATE TERMINATION OF

THE RENTAL. ANY INDIVIDUAL UNDER THE AGE OF 21 SEEN CONSUMING ALCOHOLIC BEVERAGES WILL BE REMOVED FROM THE PREMISES AND THE PROPER AUTHORITIES NOTIFIED.

_____ NO "SHOTS" OF ANY KIND WILL BE SERVED AT THE BAR. IF GUEST REQUESTS UNDILUTED LIQUOR, IT MUST BE SERVED OVER ICE.

_____ ANY INDIVIDUAL WHO CHOOSES TO CONSUME ALCOHOL IS STRONGLY ENCOURAGED TO REFRAIN FROM DRIVING AND TO DESIGNATE A DRIVER WHO HAS NOT BEEN CONSUMING ALCOHOL AS HIS OR HER ONLY SOURCE OF TRANSPORTATION. WE WILL ASSIST THE RESPONSIBLE PARTY TO ARRANGE FOR TRANSPORTATION TO A DESTINATION WITHIN A REASONABLE DISTANCE FROM THE FIRE COMPANY FOR ANY GUEST WHO MAY REQUEST IT OR WHO, IN THE OPINION OF THE BEVERAGE SERVERS OR HALL MANAGER, MAY REQUIRE IT.

_____ HORACE FIRE DEPT SHALL HAVE THE RIGHT TO REFUSE SERVICE OF ALCOHOLIC BEVERAGES AT ANY TIME. IT IS THE POLICY OF THE FIRE COMPANY TO DISCONTINUE AN EVENT IF WE BELIEVE INDIVIDUALS ARE BECOMING INTOXICATED OR UNRULY. POLICE WILL BE CONTACTED IF NECESSARY.

THE ABOVE-MENTIONED RULES AND REGULATIONS HAVE BEEN FORMULATED FOR THE SAFETY OF OUR GUESTS UTILIZING OUR FACILITY.

- EVENT CENTER MUST BE CLEANED UP AND OUT OF THE EVENT CENTER NO LATER THAN AGREED RENTAL TIME
- MUST SEND IN A COPY OF VALID DRIVERS LICENSE WITH RENTAL AGREEMENT.
- BY SIGNING YOU AGREE TO ALL TERMS AND CONDITIONS.

NAME _____

ADDRESS _____

PHONE NUMBER: CELL _____ HOME _____

SIGNATURE _____ DATE _____

*******ATTENTION*******

NO PARKING, IDELING, UNLOADING OR LOADING OF VEHICLES ON THE EAST SIDE (MAIN STREET/CR 17) OF THE BUILDING.

VEHICLES ON THE EAST SIDE OF THE BUILDING WILL BE TOWED AT THE OWNERS EXPENSE.

THIS AREA IS RESERVED FOR VOUNTEER FIRST RESPONDERS AT ALL TIMES.