

**VILLAGE OF CORINTH
FIREHOUSE FACILITY USE AGREEMENT**

Event: _____

Date of Event: _____

Time of Event: _____ (not to exceed four hours)

Number of People attending: _____ (not to exceed 150)

Applicant: _____ **Phone:** _____

Address: _____ **Email:** _____

By signing below, the Applicant certifies that (s) he has the authority to enter into this Agreement, has read and understood the attached Terms of Use and has executed the Indemnification and Hold Harmless Agreement, both of which are incorporated herein.

Dated: _____

By:
Title:

Dated: _____

VILLAGE OF CORINTH

By:
Title:

For office use only:

_____ Approved _____ Denied
_____ Availability confirmed with _____
_____ Notification given to _____
_____ Fees Collected
_____ Received insurance certificate with Village as Additional Insured or policy
_____ Key FOB returned to Village

TERMS OF USE

The Village of Corinth and the Corinth Volunteer Fireman's Association, Inc. will provide at its expense a clean facility with heating/air conditioning and overhead lighting for ordinary use.

Cancellation by Applicant: Should Applicant cancel the event covered under this agreement within 14 days of the event, no deposit refund shall be made.

Rules and Regulations: Applicant agrees to at all times conduct their activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to assure such safety.

1. Applicant must be 21 years of age or older and present at the Event.
2. Any individual/organization with youth under 21 years of age requires the presence of adequate adult supervision at all times
3. Alcohol and smoking is not permitted within the Facility
4. Animals, other than guide dogs, are not permitted on the property surrounding or within the Facility
5. All sidewalks, doors, halls, stairways, and all access to public utilities on the property and within the Facility shall be kept unobstructed by the Applicant
6. Improper behavior, including but not limited to rowdiness, vulgarity, drunkenness, or illegal activities, is prohibited on the property surrounding or within the Facility
7. Applicant agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to the property thereon
8. All areas of the Facility used under this Agreement must be returned to the same condition in which it was found
9. Any damage to the Facility shall be promptly repaired at the user's expense, no exceptions.
10. All other directives by Facility attendant and/or police must be followed.
12. All parking will be in the back (West) of the fire house building in the public parking area.
13. Applicant will be provided with a key FOB to enter the building. Applicant agrees that they will not provide the FOB to any other individual and will be held responsible for loss or damage to the FOB.

Control of Facility and Right to Enter: In renting the Facility to the Applicant, it is understood that the Village of Corinth does not relinquish the right to control the management thereof and to enforce all necessary laws, rules and regulations.

Defacement of Facility: Applicant shall not use scotch tape, thumbtacks, nails or pins to affix any objects to the walls, furniture or fixtures.

Payment for Damages: Applicant agrees to pay costs of repair or replacement for any and all damages, including damages to the key FOB, of whatever origin or nature which may have occurred during the term of this Agreement in order to restore the Facility to condition equal to that at the time this agreement went into effect. The Village of Corinth will provide detailed billing and accounting to the Applicant when such restoration is completed.

Insurance: An *organization's* certificate must include \$1,000,000 of bodily injury and property damage liability naming the Village of Corinth and Corinth Volunteer Firemen's Association, Inc., 244 Main St., Corinth NY as additional insured. An *individual's* certificate of insurance needs to show the liability limits provided on their homeowners or renters policy. If a certificate is not available, a copy of a homeowners or renters policy will be acceptable.

Occupancy: The Village of Corinth and Corinth Volunteer Fireman's Association, Inc. shall not be held responsible if, for any reason, it is unable to provide the Facility on the date and at the time when the engagement herein contracted for is scheduled.

Interruption or Termination of Event: The Village of Corinth and Corinth Volunteer Fireman's Association, Inc. shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when in the sole judgment of The Village of Corinth and Corinth Volunteer Fireman's Association, Inc. such act is necessary in the interest of public safety.

Joint and Several Liability: It is understood that the Applicant and any other principals to this agreement shall be jointly and severally responsible for any breaches of this agreement.

Facility Equipment: Rental of the Facility does not include the use of the kitchen, offices, office equipment, break room, or any other area of the Facility outside the Dining Hall unless expressly stated in this agreement. Use of normal equipment such as standard lighting and restrooms is included in the rental.

Audio/Visual Equipment: Permission to use the audio/visual equipment within the Facility must be arranged in advance.

Fees: Applicant agrees to pay the appropriate fee as listed in the Schedule of Fees below. The fee is due immediately upon execution of this agreement. All checks should be made payable to the Village of Corinth and mailed or delivered to the Village Clerk/Treasurer, 244 Main Street, Corinth, New York 12822.

Schedule of Fees:

\$200.00 – Dining Hall

\$25 – refundable key FOB deposit; refunded upon return of key FOB to Village Clerk

The Village Clerk/Treasurer maintains the discretion to waive either or both of these fees for non-profit organizations, current Village employees, and former Village employees who were in good standing in the Village at the time of separation of employment.

Compliance: The Applicant agrees to use and occupy the Facility in accordance with all Village policies, regulations, rules and practices and with all applicable municipal, state and federal laws, including but not limited to fire and building codes. The Applicant may not use the Village's names or marks or imply Village endorsement or support without prior express written permission from an authorized Village official.

Severability: In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

Governing Law: This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Non-Assignability: This Agreement may not be assigned without the written consent of the Village.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

