

COTTEKILL FIRE DISTRICT

FACILITY USE AGREEMENT

Resident/responsible party Information

Name:

Address:

City:

State:

ZIP Code:

Phone #

Cell phone #

Date received:

Type of event:

Date of event:

Time in:

Time out:

DEPOSIT / INSURANCE

1) The responsible party shall pay the sum of \$50 to the Cottekill Volunteer Fire Company herein referred to as the "Deposit". Once the event has been held and all duties under this agreement have been properly executed to the satisfaction of the Company, the deposit will be returned as soon as possible but no later than 30 days.

2) In addition to the deposit, a certificate of insurance indicating in force liability insurance shall be provided to the Company at least 10 days prior to the event. A photo copy of the resident's first page of their current homeowner's insurance policy is proof of insurance.

IF PROBLEMS ARISE PRIOR OR DURING THE EVENT, CONTACT:

CONDITIONS TO BE FOLLOWED AFTER THE EVENT

SPILLS WIPED UP	ALL GARBAGE REMOVED FROM PROPERTY	KITCHEN LEFT IN CONDITION FOUND
NO PROPERTY DAMAGE	TABLE TOPS WASHED	
FLOORS SWEEPED		

EVENT RESTRICTIONS

NO ILLEGAL ACTIVITY OR DRUGS	NO FIREARMS
NO TAPING, NAILING, OR THUMB TACKING ON WALLS	NO ALCOHOLIC BEVERAGES
NO SMOKING IN BUILDING	NO PARKING ANYWHERE IN FRONT OF FIREHOUSE
EVENTS LIMITED TO 4 HOURS BETWEEN 12 PM AND 6 PM	MAXIMUM OCCUPANCY

Addendums and or additional restrictions

The responsible party/resident shall be responsible for all persons who attend the event and shall ensure that all persons act in an orderly, responsible and safe manner. The Company retains the right to terminate the event or expel any persons who are deemed to be unruly, unsafe, acting illegally or acting with dangerous behavior or who are in violation of any other clause of the agreement. The resident shall also be responsible for any damage to the premises during the event regardless of the cause and shall promptly reimburse the Company in full for such damages.

In consideration of the use of the premises of the Cottekill Fire District (otherwise referred to as the Company) to the undersigned, the undersigned hereby releases the Company, its officers, Commissioners, members and employees from any and all suits, actions, compensation, consequential and punitive damages, 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 use of the described premises by the responsible party/resident.

This Agreement shall be governed by the laws of the state of New York. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of the county/town in which the premises is located, or if appropriate in the United States District Court for such county/town.

The undersigned hereby agrees to indemnify, defend and hold harmless the Company parties from any claims brought by any person or entity arising out of or related to this agreement.

SIGNATURE

Signature of applicant/resident

Date: