

Sterling Fire Hall Rental Agreement

PO Box 309
155 South Main Street
Sterling, NE 68443

Sterling Fire Department (SFD), and _____, herein referred to as Renter, Customer, you and yours, do hereby agree to be bound by the terms and conditions as defined in this agreement for the rental of the Training Facility, Kitchen area, Restrooms, and adjoining hallways located within the Fire Hall at 155 South Main Street, Sterling, NE 68443. No one should enter any offices, the Fire Truck or Ambulance Bay areas. A \$200.00 deposit is required to help cover any damage that could possibly occur during the event. This deposit will be refunded unless otherwise stated, later in this agreement.

Event of Information

Date of Event or Reservation: _____ Start Time: _____

This needs to be a min of 30 days' notice.

All events must be completed by 12 PM (midnight) and all clean up needs to be completed by 1AM in order to accommodate next day's events, unless granted special permission by the SFD.

Type of Event: _____

Estimated number of attendees: _____

Advanced Set-up Required (Subject to Approval): YES NO

Utilizing Services of Caterer: YES NO

Customer Information

Customer Name: _____

Name of individual responsible, member, business, organization, etc.

Coordinator: _____

Supply if name listed above is not an individual

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email Address: _____

Sterling Fire Relationship: Yes No

If yes, immediate Family Member: _____

Defined as the spouse, child, mother, father, mother-in-law, father-in-law, Sister, brother or other relative living in household of a member of the Sterling Fire Department.

1. Purpose or Use of Facility

The use of the Training Facility is restricted to the event defined above and for no other purpose. Maximum capacity is 150 at any time. Violation of the seating capacity will result in suspension of the event until compliance is restored. This will be enforced in order to ensure the safety of guests and protection of premises as well as to comply with NE fire code.

2. Finishing (Warming) Kitchen/Catering:

Renter is permitted to use the kitchen for staging food (crock pots-coolers etc.) but are not permitted to be used for prep, cooking or storage. Oven is not to be used unless used **under 250 degrees**. This kitchen is not equipped for cooking and does not meet Nebraska Fire Code to do cooking above these temperatures. Caterers may use the kitchen for staging. Use of SFD equipment, utensils, and supplies is strictly prohibited.

3. Alcohol:

You may bring your own alcohol onto the premises; SFD provides neither alcohol nor bartenders. Renter agrees to comply with all applicable laws, ordinances, and statutes and regulations dealing with the consumption of alcoholic beverages on the premises. Sale of alcoholic beverages is prohibited. No alcohol will be served under the age of twenty-one (**21**) years of age. Absolutely no alcohol will be permitted to be taken outside the building by any guest, individual or the renter himself/herself. The renter certifies to ensure that this provision is enforced.

4. Non-Smoking Facility

NO smoking or chewing of any tobacco is permitted within the building. This includes cigarettes, cigars, pipe tobacco, electronic cigarettes or any other types of lawful or unlawful pleasure smoking paraphernalia. Smoking and chewing should not take place within the concrete pad outside the front door and cigarettes should be placed in the proper receptacle.

5. Set-Up/Decorations

There will be no nails, tape, screws, thumbtacks, pins, hooks, permanent adhesives or other items placed on the walls or ceiling of the SFD Training Facility. Wall hangings are limited and required to be hung by Magic Tape or Painters Tape or removable fun tack only. Only masking tape may be used on the tables and chairs. **Oil fueled (kerosene or salad oil) table decoration will not be allowed – All candles must be in glass containers.**

Set-up and decorating may be done the night prior to your event beginning at 6pm as long as there is nothing scheduled. In the event you would like the use of the Training Facility for set-up and decorating beginning prior to this time special arrangements will need to be made.

6. Parking

There will be **NO PARKING** at any time in front of the SFD building, in the parking area along the Large Bay Doors or Current Access Driveways. The renter will be responsible for the enforcement of this

provision during the time period of rental to allow access as needed for Fire and Emergency Vehicles to exit as needed. **All Fire Lanes will not be blocked at ANY time.**

7. Liability

The Customer hereby shall take good care of the premises during the function and shall be liable for misconduct of any of the user's guests, employees, invitees, or other personnel brought onto the premises by the customer.

The customer hereby agrees to save, hold harmless, indemnify and provide a defense to the Village of Sterling, Sterling Fire Department, and any of the Departments individual members with respect to any and all damages, legal actions, including personal or bodily injuries or property damages sustained by any person, participant or invitee on the premises during the course of and in connection with the use.

In case of any damage or any injury occurring to the premises, in which damages are caused by the carelessness, negligence or improper conduct on behalf of the Customer, its invitees, agents or employees, then the Department shall arrange for the repair of such damage or the replacement of the property damaged in its reasonable discretion and the Customer shall pay the reasonable cost associated therewith.

Any damage done to surrounding properties, is the responsibility of the Customer renting the training facility to correct at their expense.

To the extent permitted by law, the Customer agrees to indemnify and hold the Village of Sterling, Sterling Fire Department, their officers, members, and representatives harmless from any and all other injuries, death or damage to the property or person which may result in connection with the use of the premises including; serving of alcohol at the event, or otherwise resulting from negligence or willful acts on the part of the renter, any of their guests, or third parties.

SFD and Village of Sterling are also not responsible for lost, stolen or damaged items.

8. Damage by Fire, Other Cause or Natural Disaster

In the event the premises shall be damaged by fire, flood, storm, civil commotion or other unavoidable cause within 180 days of the scheduled event, the rental agreement shall, at SFD's option, terminate and all deposits made hereunder shall be refunded if so terminated. In addition, Renter waives releases SFD from any and all direct or consequential damages as a result of SFD inability to fulfill the terms.

In case of any major local disaster requiring the use of the fire hall or facility, emergency use takes precedence over any previously scheduled event.

9. Clean-Up

The renter is responsible for cleaning up all decorations, bottles, cans, cups, table covers & wall decorations (including tape). Renter is responsible for sweeping the floors and wiping of tables and chairs. All garbage must be removed and placed in superintendents dumpster by Village shop. Kitchen area is to be cleaned and left in the condition it was found. Restrooms are to be kept clean and swept out at the end of the function with all trash cans emptied. Please leave the facility in the same order in which it was found. Renter forfeits their deposit if this is not done.

10. Nuisance Control

The right is reserved by the SFD and law enforcement to lower the volume of the event, or the music at the event.

Renter will be held responsible for the conduct of all guests and will be liable for any damages to the premises or its contents, including but not limited to the tables, chairs, fixtures or equipment, with the exception of the break down due to normal wear and tear. Standing on chairs or sitting or/standing on tables is prohibited. Unruly or abusive behavior will not be tolerated or violators will be asked to leave or will be escorted off the premises if necessary. This is to ensure the safety of all guests and to protect the premises. An SFD representative will be checking in periodically to verify that the rules and regulations are being followed. The SFD has the final authority of your guests.

11. Additional Restrictions:

The use of pyrotechnics and any form of illegal or legal firework is strictly prohibited both inside and outside of the building.

No illegal activities or drugs are permitted.

No parking in grass and other designated no-parking areas.

By Signing this agreement, the customer/renter agrees to the terms and conditions set forth, failure to comply may result in immediate Facility evacuation the return of deposit and the revocation of future use privileges.

Signature of Customer/Renter

Date:

I have submitted my \$200.00 deposit and wish to donate it OR a portion to the Sterling Fire Department to help differ the cost of maintaining the building.

Signature of Customer/Renter

Date:

Amount \$:

Village Clerk and Village Chairman signatures are required for approval.