



# HERBERTSVILLE FIRE COMPANY STATION 24



## FACILITY RENTAL AGREEMENT

*Event is confirmed ONLY upon receipt of the Facility Rental Agreement and the Security Deposit.*

Contact Person: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Caterer: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Time (incl. set-up and take-down): \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Brief description of the event (attach a separate sheet if needed):  
\_\_\_\_\_

Will alcohol be served at this function?     Yes     No

Proof of Insurance:     Market Insurance     Hold Harmless Agreement (see below)

**A \$200.00 reservation/damage deposit in the form of a check made payable to: “Herbertsville Fire Company” must accompany this request. Payment in full (WHICH DOES NOT INCLUDE THE DEPOSIT) must be received 14 days prior to the event. The deposit will be returned by mail within 30 days of event. The deposit will be forfeited in the event of cancellation with less than 30 days prior notice, or in the event of damage to the hall or any other Fire Company property during the event. Cancellation of any event must be done both in writing (using the attached “Notice of Cancellation”) and by calling the facility rental telephone line at 732-458-9017.**

Herbertsville Fire Company hereby grants \_\_\_\_\_ (herein after called the Licensee) permission to use the facilities as outlined, subject to the terms and conditions of the Agreement and affiliated documents contained herein and attached hereto all of which form part of this agreement.

The undersigned has read, and on behalf of the Licensee, agrees to be bound by this agreement and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

**PERSON RESPONSIBLE FOR EVENT:** \_\_\_\_\_

Signature: \_\_\_\_\_

Licensee Initial \_\_\_\_\_



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## Room Rental Fees

Saturday or Sunday 5 hour rentals

\_\_\_\_\_ Osborn Hall (rear hall) \$550

\_\_\_\_\_ Havens Hall (front hall) \$450

Weekday rental w/ 2 hour minimum

\_\_\_\_\_ Osborn Hall (rear hall) \$125/Hour

\_\_\_\_\_ Havens Hall (front hall) \$100/Hour

Disinfecting Fee for Hall Use: \_\_\_\_\_ \$50.00 Fee

Additional hours required: \_\_\_\_\_ \$75.00/Hour (check made payable to "Herbertsville Fire Company")

Prior Setup:       No     Yes      Cost **\$25**      (based on availability)

Cleaning required:  No     Yes      Cost **\$100**      (check made payable to "Herbertsville Fire Company")

**TOTAL:** \_\_\_\_\_

**ANY RETURNED CHECKS WILL BE CHARGED A \$35.00 FEE**

Licensee Initial \_\_\_\_\_



# HERBERTSVILLE FIRE COMPANY STATION 24



## Terms and Conditions of Facility Rental Agreement

The Herbertsville Fire Company reserves the right, entirely at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.

1. The complete control of the facility and equipment shall at all times remain in the Fire Company through its management, supervisory, custodial and maintenance employees, excluding contents supplied by the LICENSEE or its members.
2. The LICENSEE shall obey and observe all laws, by-laws and regulations of the Township of Brick, County of Ocean and the State of New Jersey

### HOLD HARMLESS

3. LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Herbertsville Fire Company, #1 harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the occupancy or use by the Licensee of the leased premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be on the leased premises or the market by the Licensee. If the Fire Company shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Fire Company harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Fire Company in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by the Fire Company in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.
4. The LICENSEE is responsible for arranging their catering service and for the full cost of all materials necessary for the event i.e. furniture, linens, cutlery, china, food and beverages.
5. The Herbertsville Fire Company #1 will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.
6. The LICENSEE or affiliated caterer shall clean the rental space in its entirety following completion of the event to the satisfaction of the Fire Company.
7. It is further agreed that the Herbertsville Fire Company reserves the right to terminate this agreement, to claim all costs of breach against the LICENSEE, to prosecute or suspend, or otherwise penalize the LICENSEE or other representatives for violation of the conditions contained herein.
8. The LICENSEE shall ensure:
  - a. That the maximum number of persons using the facilities shall not exceed the approved capacity of the facility in use.
  - b. That law and order is preserved.

Licensee Initial \_\_\_\_\_



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- c. That no alcoholic beverages will be permitted on the premises unless expressly provided herein.
  - d. That the type of program or entertainment to be provided during the term of license by the Licensee shall at all times conform with the local ordinances of the Township of Brick. Amplified music may be permitted with prior consent from the Fire Company.
  - e. That vehicles will only be parked on facility grounds designated parking areas only, which are located at the rear and side of the building.
  - f. That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this agreement. No tape or other attachments are permitted on walls, windows or glass doors. Decorations may be **TAPED** to doors only or hung from the provided ceiling hooks. These hooks should not be moved or removed. All decorations and/or tape should be removed at the end of the event.
  - g. That fog machines and confetti are not permitted on the premises.
  - h. During the event and at the end of the event, all garbage must be removed from the kitchen, washrooms and other common areas of the building that were utilized. All garbage is to be placed in the dumpster located on the side of the firehouse. Garbage cans and bags will be provided for your convenience. Bottles and cans are recyclable. A recycling bin is located on the side of the firehouse for these materials. The exterior of the firehouse should also be checked for garbage, cigarette debris and/or damage.
  - i. Any broken glass, food or beverage spills that may result in personal injury or damage to the facility or furnishings are attended to immediately.
  - j. The washrooms utilized are left in reasonably clean condition.
  - k. That all items brought in for the event shall be removed from the facility by the end of the event, unless expressly provided herein.
9. The LICENSEE shall be financially responsible to the Herbertsville Fire Company in respect of any or all property damage or vandalism arising out of the use of the facility granted under this agreement. Minimum charge for damage is \$50.00.

## 10. FOR ALCOHOL AND GAMING COMMISSION SPECIAL OCCASION PERMIT HOLDERS

- a. Alcoholic beverages may be sold or served free under the authority of a SPECIAL OCCASION PERMIT. All alcoholic beverages must be removed from the service area within one half hour after expiry of the Alcohol and Gaming Commission permit
- b. Except where there is an adequate supply of food to serve to the persons attending the event NO ALCOHOLIC BEVERAGES shall be sold or served under the authority of the SPECIAL OCCASION PERMIT.

Licensee Initial \_\_\_\_\_



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- c. Only alcoholic beverages authorized on the permit are to be consumed and it is the responsibility of the permit holder to see that no alcoholic beverages are brought in through any other sources than those specified on the permit.
  - d. It is an offense to serve alcoholic beverages to any person under the age of 21 years and it is the responsibility of the permit holder to ensure minors are not served.
  - e. It is the responsibility of the permit holder and his assistants, or his delegates, to ensure that no drunkenness is caused or brought about through the operation of the permit, and to ensure the safe departure of the guests.
  - f. The permit holder must be present until the closing of the bar.
  - g. Permits should expire no later than 1:00 a.m. and the facility vacated by 2:00 a.m.
  - h. The Licensee must ensure that guests do not take alcoholic beverages out of the licensed area.
  - i. The bar must be staffed at all times by at least one person who has been "Smart Serve" certified.
  - j. We require that the Alcohol and Gaming Commission permit be obtained by the licensee or the caterer one week prior to the function. A copy must be delivered to the Herbertsville Fire Company and one copy must go to the bartenders for display during the function.
  - k. Illegal gambling is prohibited in the building or on the grounds unless a license from the Gaming Commission is issued.
11. The Fire Company does provide two types of tables (60 inch round and 80x30 Long) as well as chairs. All tables and chairs must be put away at the end of the event. Please lift the tables and chairs when moving them. **DO NOT** drag them across the floor.
  12. The Renter is responsible for arranging their catering service utilizing the approved caterers and for the full cost of all materials necessary for the event i.e. linens, cutlery, china, food and beverages.
  13. Smoking is **NOT** permitted anywhere in the building.
  14. The Herbertsville Fire Company #1 is not responsible for lost or stolen articles.
  15. Renter is responsible for the conduct of all persons including but not limited to guests, caterers, DJ's, entertainment and other independent contractors, entering the building during the terms of this agreement.
  16. Renter and guests are permitted to use the hall, kitchen, bathrooms and hallways. Access to other parts of the building is not permissible. **DO NOT** enter the truck bays at anytime as this area is restricted to firefighters only.
  17. The rear doors to the hall are to be kept closed at all times.

Licensee Initial \_\_\_\_\_



# HERBERTSVILLE FIRE COMPANY STATION 24



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18. **DO NOT LEAVE** children unattended. **DO NOT ALLOW** children to run through the halls of the Fire Company. **DO NOT ALLOW** children to wander around in the parking unattended. **DO NOT ALLOW** children to run through the parking lot.
  19. If you do not want to clean the floors and put away the tables, the firefighter on duty will do so after the food is removed for an additional \$100.00. Check can be made payable to “Herbertsville Fire Company”.
  20. The rental period will be five (5) hours which includes clean up. Any extra time will be at a rate of \$75.00 per hour which is to be paid by check to the firefighter or member on duty. Checks can be made payable to “Herbertsville Fire Company”.
  21. Ice is available for purchase.
  22. As we are located in a residential area, music/noise after 10:00 p.m. must be kept within the rented hall and be kept at a reasonable volume.
  23. Premises are under 24 hour video surveillance in all public areas with the exception of the restrooms.

Licensee Initial \_\_\_\_\_



# HERBERTSVILLE FIRE COMPANY STATION 24



## Notice of Cancellation

To Herbertsville Fire Company:

I, \_\_\_\_\_, am sending you this written notice to request the immediate cancellation of my hall rental that was to be held on \_\_\_\_\_. I understand that I must also call the facility rental telephone line at 732-458-9017 and leave a message with regard to the cancellation. It is also my understanding that upon receiving this cancellation notice you will refund my security deposit, unless I have not given the 30 days notice as agreed to in my contract whereas my deposit will be forfeited. Please send my security deposit to the address listed below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

The Herbertsville Fire Company is sorry to hear that you must cancel your event at our facility and hopes that you consider us again in the future for hall rentals.

Licensee Initial \_\_\_\_\_