



Foster Center Volunteer Fire Company

Chief Aaron C. Marsland

86 Foster Center Road • P.O. Box 63 • Foster, Rhode Island 02825
(401) 397-3404 • Fax (401) 397-7657 • FCVFC@Fire.necoxmail.com



Hall Rental Contact: Steven Johnson/401-743-9498/webpathways@mac.com

Renter Name: _____

Renter Address: _____

Email address: _____

Contact number: _____ **Alt. Number:** _____

Date(s) of Event: _____ **Type of Event** _____

Rental Date/time: _____

Setup Date/Time: _____

Use of Kitchen: Yes ___ No ___ **Use of Appliances:** Yes ___ No ___

Pre-Condition to Rental Agreement:

Foster Center Volunteer Fire Company responds to calls 24/7. Some calls may occur within the time frame of a hall rental. There should be minimal impact on your event, However, Foster Center Volunteer Fire Company reserves the right to function at 100% capacity for fire and rescue service.

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as “renter(s)” and Foster Center Volunteer Fire Company, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ _____
the full cost must be paid at prior to the event.

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Whereas, in addition to the rental cost, if applicable, the renter(s) shall pay a refundable amount of \$_____ for security/damage deposit in order to reserve any event date. The Rental Agreement and a security/damage deposit must be received prior to the event date. There is only a temporary hold on rental date(s), until Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein prior to an event date.

Whereas, Foster Center Volunteer Fire Company officers, affiliates, agents, members, its personal representatives, successors and assigns, and any and all other persons are not responsible for accidents or injury to renter(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind. Renter(s) do hereby agree to release, acquit, and forever discharge Foster Center Volunteer Fire Company officers, affiliates, agents, members, its personal representatives, successors and assigns, and any and all other persons, of and from any and all claims, demands, and causes of action, that renter(s) may have, have had, or ever have arising out of or by reason of the renter(s)' rental for the event.

Further, initiating a rental agreement, with the Foster Center Volunteer Fire Company, for use of our function hall and associated areas, requires applicant be at least (21) years or older with no exceptions. This rule is strictly adhered to.

Renter(s) Acknowledgement

Date

Foster Center Volunteer Fire Company (Witness)

Date

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Conditions:

1. Occupancy:

-Maximum occupancy for the Foster Center Volunteer Fire Company rental hall is not to exceed _____ persons, in accordance with Fire Marshall Regulations.

-Rental is restricted to the hall, kitchen, restroom area and outside patio (weather permitting). The truck bays and associated firefighter personnel areas are **restricted from access**, unless accompanied by an officer .

2. Damages:

-Damage deposit is fully refundable if the facility is returned in the same condition as received, based on a post-event onsite inspection and approval of checklist (on pg. 7 of this agreement) Renter(s) and Foster Center Volunteer Fire Company representative each shall receive a copy of the rental agreement contract, including the completed checklist, initialed by both parties.

-If there is no loss or damage of the property and premises by renter(s) and/or their guests, the security/damage deposit shall be refunded within two (2) weeks following the event.

-If there is loss or damage, renter(s) shall forfeit part or all of the security/damage deposit at the discretion of Foster Center Volunteer Fire Company. Renter(s) shall be notified in writing stating the specific loss or damage, as well as the amount of the deposit to be forfeited.

-Further, **if damages exceed the renter(s) security deposit**, renter(s) are responsible for all loss or damage to premises and/or furnishings and furniture, not withstanding normal wear and tear, but resultant of misuse or abuse caused by the renter(s), guests, visitors, or any other persons.

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3. Deposits/Payments:

The deposit, event fees and/or other fees may be paid in cash, personal check, money order, cashier's check. Any personal check not honored by the bank may result in cancellation of the event, unless the deposit, rental fees, or other fees, plus assessed bank service charges, are paid in cash prior to event date.

4. Cancellations:

-Renter(s) shall notify a Foster Center Volunteer Fire Company Official of cancellation at least (3) days prior to the event date. (otherwise affecting renter(s) ability to use our facility in the future)

-If Foster Center Volunteer Fire Company, its officers, affiliates, agents, members, its personal representatives, successors and assigns agents must cancel any event for any reason that is not due to cancellation by renter(s) or renter(s)'s non-payment or non-compliance of the terms and provisions of this Rental Agreement, a full refund of the deposit, and/or other applicable fees paid by renter(s), shall be refunded to renter(s) within 2 weeks of cancellation by Foster Center Volunteer Fire Company.

-Foster Center Volunteer Fire Company is hereby released of any further liability from any and all foreseeable or unforeseeable damages.

5. Setup Time

Please note, that renter(s) is responsible for the setup of the facility prior to the event. Renter (s) shall be allowed a reasonable time frame, to setup event within the agreed setup Date/time, indicated on page (1.)

6. Use of Property:

-All items brought in by renter(s) must be removed by renter(s) prior to event conclusion.

-No property belonging to Foster Center Volunteer Fire Company shall be moved or taken outside by renter(s) or their guests and subjected to damage from the outside elements, otherwise renter(s) shall forfeit all or part of the security deposit and any additional costs **related to damage**, at the discretion of Foster Center Volunteer Fire Company.

-All youth/teenage activities must be supervised by adults at all times.

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7. Right of Access:

Foster Center Volunteer Fire Company, its officers, both fire/rescue and association, shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

8. Use of Kitchen:

The kitchen is available for use during event and established setup time, if indicated on page (1). Use of kitchen appliances is limited to refrigerator/freezer, and sinks etc. (Stove/oven and other cooking appliances are not available at this time.)

9. Noise Ordinance:

Local noise ordinances must be adhered to.

10. Cleaning/Clean-up:

-The Foster Center Volunteer Fire Company facilities will be clean prior to the renter(s) event. The renter(s) is expected to leave the facility in the same condition at conclusion of event.

-The following general cleaning is required at the conclusion of the rental:

- a. Pick-up all trash generated by event, both inside and outside of the building.
- b. Bag all trash and leave it by the kitchen back door (on the inside of the building).
- c. Put clean trash liners (bags) in trash cans.
- d. Wipe down all tables, chairs and countertops.
- e. Clean spills, Sweep or vacuum floors.
- f. Remove all decorations, balloons, and other party materials, including tape.
- g. Remove all food and other items from the kitchen and refrigerator, that are related to your function/event.
- h. Clean kitchen appliances (if used)>>>> Note: Not available at this time
- I. Return used tables and chairs to their original storage area.

(Initial Below)

Pre Event Checklist: _____, _____ **Post Event Checklist:** _____, _____

FCVFC **Renter(s)**

Renter(s) FCVFC

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11: Smoking:

No smoking is allowed within the Foster Center Volunteer Fire Company building. All tobacco products used outside the building need to be extinguished and contained within a receptacle, suitable for this purpose.

11. Alcoholic Beverages:

No products containing alcohol are allowed in, or to be consumed on FCVFC property, without expressed written consent from the executive board. Products containing alcohol can not be sold on the FCVFC property.

12. Weapons/Firearms:

Weapons and/or firearms are not prohibited on the property of FCVFC (including buildings, grounds, and parking lot). Unless used for law enforcement or appropriate Conceal carry documentation is provided. **This policy will be strictly adhered to.**

14. Catering:

The renter(s) is responsible for making his/her own arrangements with any catering service used. Foster Center Volunteer Fire Company must be provided with a list of caterers and/or other vendors that will have access to the facility.

15. Decorations:

The following rules are applied and must be followed by all renter(s):

- No staples, thumb tacks or nails in furniture or on the walls
- No repainting of walls or modifications to building

16. Parking:

Parking areas are available for use (limited parking in station lot, additional parking along passthrough road to Foster Center.) Station parking is subject to Foster Center Volunteer Fire Company regulations. Foster Center Volunteer Fire Company is in service 24/7. Parking is prohibited in areas which would block dispatch and operational use of any/all fire apparatus or equipment. (Google Map included with agreement to indicate parking/no parking areas.

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17. Reasonable /use of Property:

-Foster Center Volunteer Fire Company may not be used for any **unlawful purposes**. Renter(s) are prohibited from charging admission, conducting raffles or auctions and/or sell of any articles, **unless proper authorization** has been arranged through state and local agencies governing such activities, if applicable. No agreement can be all-inclusive, but a guideline. Therefore the Foster Center Volunteer Fire Company reserves the right to terminate an event that is deemed unlawful or demonstrates flagrant disrespect for safety and/or this property and FCVFC members.

-Foster Center Volunteer Fire Company cannot be sub-leased by renter(s) for any reason. Any changes to this agreement must be handwritten on the face of this original agreement and shall be initialed by all parties hereto.

The terms and conditions of this Rental Agreement are accepted and agreed to by all parties this _____ day of _____, 20_____

Consent and Release:

I have read this Agreement and hereby agree that I am personally responsible and obligated to pay all charges due the Foster Center Volunteer Fire Company in accordance with the conditions outlined within this retail agreement.
eer Fire Company.

Renter(s)

Date

Renter(s)

Date

In consideration of the agreements made by the Applicant, I hereby accept this application on behalf of the Foster Center Volunteer Fire Company so as to permit the Applicant the right to use the Premises at the time or times specified there in.

Foster Center Volunteer Fire Company Official

Date

