

# CONTRACT FOR RENTAL OF COMMUNITY ROOM

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Village of Airmont, a municipal corporation having an address of 251 Cherry Lane, Airmont, New York 10952, hereinafter referred to as "Village" and \_\_\_\_\_ having an address of \_\_\_\_\_ and phone numbers \_\_\_\_\_ (home) and \_\_\_\_\_ (cell) (hereafter referred to as "Renter").

## WITNESSETH:

For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

### 1. Date and Time of Event: \_\_\_\_\_

a. The Renter shall rent the Community Room located on the lower floor of the Airmont Village Hall and Community Center, 251 Cherry Lane, Airmont, New York 10952 (the "Room"), beginning at \_\_\_\_\_ and ending at \_\_\_\_\_ (no later than 10 p.m.) for the purpose of:

b. The Renter shall use the room for setup, decorating and the specified event and depart during the hours specified above only. Renter will be responsible for additional rental fees (\$25.00 per each additional hour) for any time the Room is used before or after the time frame specified above unless otherwise specified by the Village Clerk.

c. The Renter shall depart the Room in strict conformance with the ending time, as set forth above. No exceptions shall be made, regardless of whether the Renter begins his/her event on time.

### 2. Fees and Cancellation Rights:

a. The Renter shall pay a security deposit of \$75.00 to hold and reserve the Room.

b. The Room Rental Fee for the Room is:  
\_\_\_\_\_ \$150 Resident Room Rental Fee  
\_\_\_\_\_ \$200 Non-Resident Room Rental Fee  
\_\_\_\_\_ \$25 Village Non-Profit Room Rental Fee

c. The Security Deposit and the Room Rental Fee shall be paid by two separate checks upon executing this contract and delivering it to the Village Clerk.

d. The Renter shall be solely responsible for all payments made under this Contract. THE VILLAGE SHALL NOT ACCEPT PAYMENTS FROM ANY OTHER PARTY.

e. Payment of the Room Rental Fee shall entitle the Renter to use the Room for the four-hour period identified in paragraph 1(a). Any additional use of the Room shall be billed to Renter at a rate of \$25.00 per each additional hour.

f. If Renter wishes to cancel the contract, Renter must send written notice to the Village more than 48 hours prior to the rental date.

### 3. Certification by Renter:

The signatory(s) hereby certifies that he/she/they is/are the party responsible for the event. This contract is nontransferable.

#### **4. Renter's Duties at Event:**

a. Renter must remain physically present in the Room at all times during the term of the rental period.

b. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.

c. Renter shall not install any objects such as nails, tacks, scotch tape, candles or any other substance that causes permanent marking or damage on the walls or wall paper of the Room, including, but not limited to, finger paints, glue, or glitter. Renter must fully remove all of their materials, decorations or equipment at the end of their rental of the Room. Structural or electrical alterations to the Room are strictly prohibited.

d. Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential for damage to the Room. Any type of alcohol is strictly prohibited on Village Hall property.

e. Renter shall keep all doors and windows to the Room closed for the duration of the function to minimize the amount of noise, which may be audible to the surrounding community.

f. Renter and his/her guests shall not congregate outside the Room after the event.

g. Renter shall limit access to the Room to invitees only and shall not allow access to anyone else. Renter shall limit the number of attendees in the Room to a maximum of 100.

h. Renter and his guests shall not smoke in the Room or outside of Village Hall.

i. Renter shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Room or any other form of violation.

#### **5. Termination of Event:**

If Village determines that Renter is engaged in a willful, egregious act of violation of any of the duties listed above, the Village may terminate the event before the end of the rental period, keep the security deposit and all paid fees, and suspend the Renter's right to rent the Room again.

#### **6. Departure:**

The Renter must depart the Room in strict conformance with the Contract. Failure to do so shall result in forfeiture of the a) security deposit and b) right to rent the Room again in the future. In addition, Village may contact the Town of Ramapo Police Department to disburse the crowd and press trespass charges.

#### **7. Inspections and Remedies:**

After the rental period, Village will conduct a post-use inspection of the Room and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, Village will refund the security deposit to Renter within 10 days of the date of the event.

If Renter breaches any of his duties or damages the Room, the Village reserves all of its rights, including, but not limited to: a) deduction from the security deposit for each specific violation of a particular paragraph listed in Section 4 (when tangible damages do not result) and/or b) deduction for all costs and fees from the security deposit associated with rectification of any tangible damage. Village shall make all such determinations in its own discretion. If the Renter disagrees with Villages determinations, he/she may

appeal to the Board of Trustees by filing an appeal in writing within 10 days of date of the completion of the report. The Board will schedule a hearing to review the matter and make a final decision.

**8. Indemnification of Village**

The Renter bears full responsibility for his attendees; accordingly, Renter shall indemnify the Village, its officers, agents, and employees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Renter's rental of the Room.

**9. Limitation of Liability:**

The Village's maximum liability under this Contract shall be the return of the sums paid by Renter.

**10. Security:**

The Village reserves the right to retain a security service to provide security at any event to be held in the Room.

**11. Choice of Law/Venue:**

The parties shall interpret and enforce this Contract in accordance with the law of the State of New York.

**12. Amendments:**

The terms specified herein constitute the entire agreement between the parties. The Village shall not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Village shall not have any authority to amend this Contract, except in writing.

**13. No Warranty:**

The Village does not warrant that its Room is suitable for any particular purpose, nor does the Village warrant any condition on the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that the Village is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.

**14. Fire Alarm/Smoke Alarm:**

The person renting space in Village Hall shall be responsible to have all persons immediately evacuate the building in the event the fire alarm sounds.

In Witness thereof the parties have executed this Agreement on the date indicated above.

The Village of Airmont

Renter's Name

By: \_\_\_\_\_

By: \_\_\_\_\_  
Print name  
Cell #: \_\_\_\_\_