

COMMUNITY ROOM RENTAL AGREEMENT

This agreement for rental of the Somerset Borough Public Safety Building Community Room is between:

Renter: _____ and the Somerset Fire Department.

Dates and hours of Rental: _____

Description of purpose of rental: _____

Rental Cost: \$150.00 (**Fire Department will handle cleaning, garbage removal,
and re-arrangement of tables and chairs following the event).

Payments:

Upon the signing of this agreement, a non-refundable deposit is due amounting to half of the above rental cost. The balance is due no later than ten days prior to the event. If the balance is not received prior to the indicated deadline, this agreement will be automatically terminated and the Somerset Fire Department reserves the right to rent the Community Room to another party. In special circumstances, the Somerset Fire Department Board of Directors may decide to refund any deposits or payments.

**** This signed agreement and a minimum deposit of \$150.00 is due no later than _____ to guarantee the room will not be rented out to another party.

Additional Kitchen Usage Costs:

The rental cost of this agreement is solely for the use of the Community Room. As a courtesy, and if the kitchen is available, the renter may request usage of the kitchen at an additional charge of \$10 per hour for a minimum of three hours. Any portion of an additional hour will be counted as a full hour. A member of the Auxiliary or the Fire Department must be present during the kitchen usage. Arrangements must be made and approved prior to the date of the event through the Somerset Fire Department Auxiliary.

Purpose of Rental:

The use of the Community Room is restricted to the event defined above and no other purpose.

Re-Assignment of Agreement:

The renter may not re-assign this agreement to another party without the prior written consent of the Somerset Fire Department Board of Directors. Such re-assignment without consent will result in automatic termination of this rental agreement without reimbursement of any deposits or payments that may have been submitted.

Rental Times:

The Community Room must be vacated by Midnight. All appliances or other equipment used for catering and entertainment purposes must be removed when the premises is vacated.

Room Capacity

Building codes limit the capacity of the room to 200 persons. At no time should this limit be exceeded.

Smoking:

Smoking in the Community Room, Restrooms, and all other areas of the building is prohibited.

Alcohol Consumption:

The renter agrees to accept full liability relative to the consumption of alcohol by any guests during the event for which the Community Room is being utilized. The renter will hold the Somerset Fire Department and the Borough of Somerset harmless of any and all claims, demands, actions, causes of actions, penalties, judgments, court costs, attorney fees and liabilities of every kind and description for injury or death of persons and damage to and loss of property caused by or that arise from the renter's use or occupancy of the premises of the Community Room or Somerset Borough Public Safety Building.

The Somerset Volunteer Fire Department allows alcoholic beverages at special events being held at the Fire Hall and Community Room. The following rules will apply to anyone using the fire department facilities:

- No individual under the age of 21 is permitted to consume alcoholic beverages on the premises. Proof of age may be required. Any individual under the age of 21 seen consuming alcoholic beverages will be removed from the premises with the proper authorities notified.
- It is the policy of the fire department to discontinue an event if they believe individuals are becoming intoxicated or unruly. Law enforcement may be contacted if necessary.
- Any individual who chooses to consume alcohol is strongly encouraged to refrain from driving and to designate a driver who has not been drinking as his or her only source of transportation.

Unavoidable Causes For Contract Termination:

In the event the Community Room premises or Somerset Borough Public Safety Building shall be damaged by fire, flood, storm, or other unavoidable causes within 180 days of the scheduled event, the Somerset Fire Department may, at its option, terminate this rental agreement and shall refund all payments or deposits paid by the renter. Furthermore, in such event, the renter releases the Somerset Fire Department and the Borough of Somerset from any and all direct or consequential damages as a result of the inability to fulfill the terms of this agreement.

Nuisance Control:

The Somerset Fire Department reserves the right to ask the renter to lower the volume of a public address system. The Somerset Fire Department reserves the right to ask any person attending the event to leave the premises if their behavior warrants.

Decorations:

The renter is permitted to provide decorations; however, any materials used to attach decorations must be completely removed from walls, ceilings or anywhere else used. Nails, screws or other similar items for attaching decorations are prohibited. Glitter, confetti or anything similar as part of decorations is prohibited.

Novel Coronavirus (COVID-19):

The renter is aware of the hazards of the Novel Coronavirus (COVID-19) and agrees to fully assume responsibility for all risks to any person participating in or associated with the event for which the Community Room is being rented under this agreement. The renter accepts all liability, without limitation, for anyone contracting or being infected with COVID-19 during the event. The renter will hold harmless the Somerset Volunteer Fire Department, the Borough of Somerset and any person representing those entities. The renter agrees to be fully familiar with the guidelines pertaining to COVID-19 prevention as issued by the Centers for Disease Control and the Pennsylvania Department of Health and will see that the facility and those participating in the event are in compliance.

RENTER SIGNATURE _____ DATE: _____

PRINTED NAME: _____

Address: _____

Phone number of contact person: _____

SOMERSET FIRE
DEPT. OFFICIAL: _____ DATE: _____

PRINTED NAME: _____

Somerset Volunteer Fire Dept., P.O. Box 121, Somerset, PA 15501 / (814) 445-4343