

VILLAGE OF SHOREHAM
BOX 389
SHOREHAM, NEW YORK 11786

Shoreham Village Hall
Rental Contract

Effective 12/12/2006

Whereas, the Incorporated Village of Shoreham (the "Village"), with an address at P.O. Box 389, Shoreham, New York 11786, is the owner of the Shoreham Village Hall (the "facility"), is desirous of permitting the undersigned user of the facility for the below specified use on the specified date and time, and

Whereas, _____, (the "User") is desirous of using the facility for the specified use on the specified date and time, and the user agrees to comply with all of the terms and conditions of this agreement, and the parties hereto agree as follows:

1. Date and Time:

The date of the use of the facility shall be _____. The time of the use of the facility shall be (approximate 7 hour period)_____.

2. User, Resident Sponsor, and Agreed Use And Attendees:

The agreed use of the facility shall be for _____, only, the number of persons attending shall not be more than **175**. In the event that the user is a non-resident and the use is sponsored by a resident of the Village that the user and the resident sponsor hereby agree to comply with all regulations and provisions of this agreement and to be jointly and severally liable and responsible to the Village for all obligations to the Village set forth in this agreement.

THE RESIDENT SPONSOR IS REQUIRED TO ATTEND THE ENTIRE EVENT. ANY VIOLATION OF THIS REQUIREMENT SHALL RESULT IN AN AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT WITHOUT WAIVER OR SET-OFF OF ANY OTHER RIGHTS OF THE VILLAGE HEREUNDER.

3. Caterers and Other Purveyors and Contractors:

The following parties shall be used by the user at the facility for the specified use only.*
(If not known at this time, please indicate 'To be determined', and notify the Village as soon as information becomes available.)

Caterer: _____

Other: _____

Every caterer or supplier of food is required to have insurance coverage of not less than one million dollars (\$1,000,000) liability per event, and shall have the Village of Shoreham named as additional insured on their policy. Copies of the insurance policies or proof of insurance for each of the above shall be submitted by the users with this signed agreement. The caterer for the use shall be one of those that have been approved by the Village only.

*If alcoholic beverages are to be served at the Village Hall, the caterer must have either an off premises liquor license or a special license for the event only, which must be provided to the Village not less than seven days prior to the use, or else the use will be cancelled and the deposit retained by the Village. Please see Paragraph #9 regarding alcoholic beverages.

Shoreham Village Hall
Rental Contract
Page 2

4. Fees and Security:

The fee for the use of the facility by the user shall be \$_____ which is due in full on or before _____.

The user shall pay to the Village the amount of \$_____ which shall be held by the Village Clerk as security for any damage to the facility or other loss or expense incurred by the Village due to the use of the facility by the user. In the event that there is any damage, loss or expense incurred by the Village due to the use, the user agrees and acknowledges that the Village may use the security deposit for payment of same without prior approval of the user. The amount of the security deposit paid hereunder is not a limit of the user's liability to the Village for damage, loss or expense and any claim for same by the Village shall be paid immediately by the user.

5. Property Damage and Expense Indemnification, Liability Indemnification:

The user and resident-sponsor, by their signature below, agree to be personally jointly and severally liable and responsible for an and all property damage, expenses incurred, and liability incurred to the facility or by the Village arising from or in anyway incurred by the use of the facility or by the acts of any guest, contractor, employee, or invitee of the user, whether intentional or not, including any claims against the Village or directly against the Village due to the negligence of the user, by any guest, contractor, employee, or invitee of the user.

The liability and responsibility of the user specified in the preceding paragraph shall include all aspects of the facility, including the building, and all of its systems and appurtenances, the surrounding area, and all equipment and materials used in the building including but not limited to kitchenware and kitchen equipment, including theft and breakage.

6. Facility Rules

The user acknowledges familiarity with all rules regarding the use of the facility and agrees to abide and comply with same. Facility rules will include but not be limited to:

1. The prohibition of smoking in and around the facility; **The Shoreham Village Hall is a “NON-SMOKING FACILITY.”**

2. The prohibition of any child under the age of fourteen (14) without the accompaniment of an adult on, in or around the exterior deck or stairway areas of the facility.

3. User and Caterer agree to leave the building following rental, in the same condition as found.

*** Any violation of the above rules shall result in automatic forfeiture of all or part of the security deposit without waiver or set-off of any other rights of the Village Hereunder.**

7. Insurance

The user shall provide current proof of their insurance coverage to the Village as detailed in this agreement, not less than sixty (60) days prior to the use. In the event that the user is an individual, then the individual must provide a valid, fully paid homeowners insurance policy with an off-premises occasion endorsement, with not less than three hundred thousand dollars (\$300,000) of liability coverage. If the user is not an individual, but is any other type of user, the user must provide the Village with a fully paid liability policy with endorsements suitable to cover the use with insurance coverage which shall also name the Incorporated Village of Shoreham as additional insured, and which shall have liability coverage of not less than one million dollars (\$1,000,000).

Shoreham Village Hall
Rental Contract
Page 3

8. Hours and Length of Use

The length of use of the Facility by the user will be for seven consecutive hours, including 2 hours for set-up, and 5 hours for party with clean-up, on the actual day of the date of the use only. The User agrees to not exceed this limit without prior written permission and acknowledges that the user will not be permitted to have access to the Facility either the day prior to the use for preparation or the day after for clean-up regardless of the time of the commencement or the end of the use of the occasion for which the Hall is used.

8a. The User shall be charged two hundred and fifty dollars (\$250.00) per hour for each hour of use in excess of five "party" hours, and the User and Resident Sponsor hereby agree to be responsible to the Village for that charge.

8b. The User shall be charged one hundred dollars (\$100.00) per hour for each hour of use in excess of two set-up hours required by a caterer.

8c. Excessive hours must be consecutive with the rental period. The total rental period may not exceed 10 hours.

The provisions of Section 8 do not give the User permission for use of the Facility for more than seven hours. The Village must normally approve of any extension of use, seven days prior to the use. The Village recognizes that situations develop when action taken by the Village Steward or Event Manager is appropriate and extension may be approved by that Village Officer as He/She deems appropriate.

9. Regulations as to Alcoholic Beverages

The User agrees to comply with all regulations for the consumption or service of alcoholic beverages at the Hall, including those of the Village and the State of New York. **The User agrees and acknowledges that the sale of alcoholic beverages at the Hall or on Village property is strictly prohibited, with no exceptions.**

The caterer or provider of food and beverages is not permitted to provide alcoholic beverages of any type to or for the use of the occasion for which the Hall has been rented. The only exception to this prohibition of the caterer being permitted to provide alcoholic beverages, although not in any event for sale, will be if the caterer either has or obtains an off-premises license or single event permit, and provides proof of same to the Village for inspection not less than seven days prior to the use, at which time the Village shall reserve the right to cancel the use and retain the deposit if the Village, in its sole opinion, deems that there is any reason whatsoever for the permit or license to not be acceptable, appropriate or legal.

The User may provide alcoholic beverages for consumption by the guests of the user at the event by the User purchasing the alcoholic beverages and providing proof of that purchase by paid receipt in the User's name not less than seven days prior to the event, and then the user may provide the alcoholic beverages to the guests at the event, for free, and without any charge.

10. Cancellation and Termination

The Village reserves the right to cancel or terminate the use and retain the use fee and security deposit paid to the Village if for any reason, within the independent and sole discretion of the Village, there is or will be, any violation of this agreement, of any rule regarding the use of the facility, any obligation of the user hereunder, or for any other reason based on health and safety concerns of the Village or its officials.

Shoreham Village Hall

Rental Contract

Page 4

Note: The User and Resident Sponsor by signing below acknowledge that they have carefully read and understand and are in agreement with all of the provisions contained in this agreement, and more specifically those of liability, alcoholic beverages, insurance and damage.

PLEASE NOTE THAT IN THAT IN THE EVENT THAT THE VILLAGE OF SHOREHAM RESERVES THE RIGHT TO CANCEL THE USE OF THE USER AND EITHER RETAIN THE DEPOSIT OR CLAIM THE ENTIRE AMOUNT DUE FROM THE USER IN THE EVENT THAT THE USER HAS NOT COMPLIED WITH THIS AGREEMENT, INCLUDING ALL USER AND USER CATERER AND SUPPLIER OBLIGATIONS PRIOR TO THE USE, INCLUDING BUT NOT LIMITED TO INSURANCE REQUIREMENTS.

Dated: _____

Agreed:

User/Renter

Resident/Caterer Sponsor (if applicable)

Incorporated Village of Shoreham