

Fire District No. 3

Township of Hanover, County of Morris

Instructions:

1. This application is to be completed by the person responsible for the usage of the room or area of the premises to be utilized
2. Any applications for use of the Second Floor Company Room for a social event shall be turned in to the Cedar Knolls Fire Department, Inc.
 - a. Both the Cedar Knolls Fire Department, Inc.(the Department) and the Board of Fire Commissioners (hereafter referred to as the Fire District) will review the Application, and approval of both the Department and the Fire District is required.
3. Any application for any other area of the premises, such as the bays, parking area and/or commissioners' meeting room or for use of the second floor for training purposes shall be returned to the Fire District.
 - a. The application requires the approval of the Fire District which shall coordinate with the Fire Department to avoid conflict of scheduling.
4. Applicants on behalf of themselves or on behalf of an organization must provide the Fire District with the required proof of insurance as specified in the usage agreement. Note,
 - a. The minimum liability coverage for any user shall be \$100,000.00
 - b. If and when alcohol is being served the minimum coverage shall be \$300,000.00
 - c. Proof of insurance must be provided at least ten (10) days prior to the planned usage
 - d. Please see the attached insurance information for assistance with insurance matters
5. The Refundable Deposit must accompany the application/usage agreement.
6. Deposits will only be returned consistent with the terms of the Usage Agreement. Applications reviewed by the respective parties shall be presented for approval at the next regularly scheduled meeting of their organization. Applicants will be notified as to the acceptance or denial of the application within two days of said meetings. (Fire District meetings are held on the first and third Thursdays of each month. Fire Department meetings are held on the second Monday of each month)
7. Any additional conditions of the use of premises shall be outlined on page (5) of the agreement

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Facility Use Agreement between Hanover Township Fire District No. 3 82 Ridgedale Avenue, Cedar Knolls, New Jersey, and

Organization/Individual: _____

Contact Person (if applicable): _____

Address: _____

Phone Number: _____ Cell Phone: _____

Usage Date(s): _____ Anticipated Set-up Date: _____

Usage Time Start: _____ Usage Time End: _____

Type of event to be held: Training Social Other

Description of activity: _____

Will Alcohol Be Served? Yes No

Will There Be A Caterer? Yes No (If Yes, please provide a separate Caterer's Agreement)

AGREEMENT:

- The User shall submit to the Fire District, the sum of \$_____, being hereinafter referred to as the "Refundable Deposit Amount." This deposit must be handed in with this paperwork at the time that application is made. In the event that the user does not perform the tasks set forth below, the District shall retain the Deposit Amount as liquidated damages. In addition to the Refundable Deposit Amount, a valid Certificate of Insurance indicating in force liability insurance shall be provided to the District at least ten (10) days prior to the event. Said Certificate of Liability Insurance must name the Fire District as the "other insured".

The following conditions must be satisfied in order for the Deposit Amount to be refunded.

- Floors swept
- Spills wiped up
- Lights off
- No property damage
- Garbage bags placed in dumpster
- Table tops washed
- Doors locked, any keys returned
- Furniture repositioned
- Heat/air conditioning thermostat set per instructions

- Once the event is completed and all of the duties of the user under this agreement have been met, properly executed, the Fire District shall refund the Deposit Amount.
- Inspection of the room shall be conducted as quickly as is reasonably possible after any usage, and shall occur before any subsequent usage.
- Should any work be needed to return the room to its prior conditions, an hourly rate of \$50.00 per hour shall be applied for all necessary labor. Similarly any damages shall be assessed a monetary value and shall also be deducted from the deposit.
- Deposits shall be returned at the earliest reasonable time.

The following persons should be contacted if problems arise during the event:

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

EVENT RESTRICTIONS:

- No illegal activities or drugs
- No firearms
- No taping, nailing or thumbtacking of decorations or signs to any wall, door or ceiling.
- The premises shall be used for the type of event described above and for no other purposes
- Service of alcoholic beverages to any person under 21 years of age is strictly prohibited
- No consumption or display of alcoholic beverages outside of the room to be used
- A Cedar Knolls Fire Department member must be present for the entirety of the event
- The user must be at least 21 years of age
- A ratio of one adult to every 10 children shall be utilized
- All events must be concluded by no later than 1:00 A.M.

RESPONSIBILITIES:

- The User shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner.
- The District, or their recognized representative, retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, acting illegally or in a dangerous manner in violation of any other clause of the agreement.
- The user shall also be responsible for any damage to the premises during the subject usage as outlined above, regardless of cause and shall promptly reimburse the District in full for such damages. Such damages will be deducted from any deposit amount. In the event that the deposit amount is insufficient to cover any damages, the user is responsible to immediately pay any damages, or a claim will be filed against the insurance policy on file.
- The undersigned hereby releases the District, its officers, directors, members and employees from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the User.
- This agreement shall be governed by the laws of the state of New Jersey. The parties agree that jurisdiction and venue shall lie exclusively in the Superior Court of New Jersey, Morris County, County of Morris, State of New Jersey, or if appropriate in the United States District Court for the District of New Jersey.
- The undersigned hereby agrees to indemnify, defend and hold harmless The District, its Officers, Directors, Members and Employees from any claims brought by any person or entity arising out of or related to this agreement.

- In the event that any court of competent jurisdiction enters a final order determining that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

User (print): _____

User Signature: _____ Date: _____

User (print): _____

Signature: _____ Date: _____

Fire District Representative (print) _____ Title: _____

Signature: _____ Date: _____

Addendums/Additional Conditions of Usage (User Initial each):
