



The Emerald Room Hall Rental Contract

Revised April 2009



An agreement made this _____ day of _____, 20____ by the
Big Tree Volunteer Fire Company Inc. Hereinafter referred to as "The Fire Company"

And

Hereinafter referred to as "licensee".

WE HEREBY AGREE:

1) The licensee shall have use of the banquet facility located at 4307 South Park Ave, Blasdell, N.Y. 14219
on:

_____ Day of _____, 20____ Between the hours of:
_____ and _____.

- 2) The licensee agrees to said banquet facility in accordance with the terms of this agreement.
- 3) In consideration, of the leasing of the banquet facility, of the Big Tree Volunteer Fire Company Inc. (The Fire Company) to the undersigned hereby releases, acquits and forever discharges the Fire company, it's officers, directors, agents, members, servants and employees (collectively "The Fire Company Parties") from any and all suits, actions, compensation, consequential damages, punitive damages, or any other thing whatsoever on account of, or in any way growing out of, any and all property damage, personal injuries, illness, death or any other thing resulting or to result from any occurrence accident that may happen as a result of or arise out of leasing or use of the described premises by the lessee.
- 4) The laws, ordinances and regulations of the Town of Hamburg and /or State of New York shall not be violated.
- 5) This agreement serves as acknowledgment of a \$100 penalty in case of cancellation of this agreement, within 30 days of the event.
- 6) The licensee agrees that the bar will close at 12:00 Midnight and said banquet facility must be vacated by 01:00 A.M.
- 7) The licensee herein agrees to use only members of the Big Tree Volunteer Fire Company Inc. as follows: (2 Bartenders up to 200 guests) and (3 bartenders 300 guests +).
- 8) If the bar is used beyond 7 hours there will be a fee of \$150.00 per hour which will be added to the final bill. This extended time must be approved by the hall rental chairman.
- 9) All beverages and bar supplies must be purchased thru the fire company.
- 10) The kitchen must be thoroughly cleaned by licensee or your caterer before leaving premises or a penalty of \$50.00 will be charged.
- 11) Right of rejection: The fire company shall have the right to reject any caterer who has previously failed to leave premises in a clean and proper condition.
- 12) Licensee will be responsible for the arranging of tables and chairs for their event. Any rented tables, chairs, AV Equipment, Drapes Etc. must be removed from premises immediately following the event.
- 13) Arrangements for decorating must be made with the hall rental chairman. Decorations must be taken down by the licensee immediately following the event.
- 14) No decorations of any nature may be affixed to the ceilings or walls.
- 15) Big Tree Volunteer Fire Company Inc. will be responsible for normal and regular cleaning of the hall prior to and following the event except for the kitchen area. Trash should be bagged and left in the kitchen for disposal by the fire company.
- 16) The Big Tree Volunteer Fire Company Inc, the hall rental committee reserves the right to inspect it's premises at any time during the license agreement.
- 17) FIFTY PERCENT (50%) payment of rental agreement must be made THIRTY (30) DAYS PRIOR TO RENTAL DATE. SECURITY DEPOSIT WILL NOT BE INCLUDED AS PART OF FULL PAYMENT. **Remaining balance of hall rental fee must be paid in full PRIOR to the event date.**

18) USE: The licensee represents the use of the banquet facility for the following reason:

And

The estimated number of guests attending is:_____.

19) If the premises are not used for the stated purpose and the estimated number of guests is substantially more than stated, the fire company has the right to cancel this contract.

20) Package 1: Small events (10-100 guests)

- Option 1: No Bar - \$250.00 hall rental
- Option 2: Beer, wine, and pop – \$250.00 hall rental + \$7.00/person
- Option 3: Bottom Shelf Full Bar (Beer, wine, pop, rum, vodka, gin, whiskey, scotch) - \$250.00 hall rental + \$10.00/person
- Option 4: Top Shelf Full Bar (Beer, wine, pop, Jack Daniels, Rum, Seagram 7, Schnapps, Smirnoff, Tequila - \$250.00 hall rental + \$13.00/person

Package 2: Medium events (101-150 guests)

- Option 1: No Bar - \$350.00 hall rental
- Option 2: Beer, wine, and pop – \$350.00 hall rental + \$7.00/person
- Option 3: Bottom Shelf Full Bar (Beer, wine, pop, rum, vodka, gin, whiskey, scotch) - \$350.00 hall rental + \$10.00/person
- Option 4: Top Shelf Full Bar (Beer, wine, pop, Jack Daniels, Rum, Seagram 7, Schnapps, Smirnoff, Tequila - \$350.00 hall rental + \$13.00/person

Package 3: Large events (150-325 guests) or all weddings

- Option 1: No Bar - \$600.00 hall rental
- Option 2: Beer, wine, and pop – \$600.00 hall rental + \$7.00/person
- Option 3: Bottom Shelf Full Bar (Beer, wine, pop, rum, vodka, gin, whiskey, scotch) - \$600.00 hall rental + \$10.00/person
- Option 4: Top Shelf Full Bar (Beer, wine, pop, Jack Daniels, Rum, Seagram 7, Schnapps, Smirnoff, Tequila - \$600.00 hall rental + \$13.00/person

21) If licensee, caterer or individual requires use of kitchen utilities (i.e. oven, stove) for cooking, an additional \$50.00 shall be added to this agreement.

Kitchen utility use required (**additional \$50.00**)

22) Number of bar tenders Required for this event _____

23) At no time shall any liquor be brought into the hall or be removed from the hall. NO EXCEPTIONS!.

24) **You are fully responsible for your guests in attendance. At no time shall anyone under the age of 21 be permitted to consume alcohol.**

Rental package #	Op	\$
Bar Fee's		\$
Kitchen Utility (\$ 50.00)		\$
Other charges		\$
Grand total		\$

A security deposit of \$100.00 was received on ____/____/20____ Type_____ by _____
 LICENSEE RENTAL COMMITTEE of the Big Tree Volunteer Fire Company Inc. (and not individually).

The undersigned hereby agrees to indemnify, defend and hold harmless the fire company parties against any such claims brought by any person or entity.

I, _____ hereby guarantee the above agreement and I represent that I am
 At least 21 years of age.

Licensee Signature _____ Date _____/_____/20____

Drivers License Number _____ - _____ - _____

Address _____

Phone _____ Alternate _____

Fire Company Representative Signature _____

Notes:

Credit card payments and or deposits must be recorded on the credit card authorization form and be attached hereto and are binding as part of this agreement.