

HOLLY LAKE VOLUNTEER FIRE DEPARTMENT, INC.
AGREEMENT FOR USE OF THE FIRE HALL (MEETING FACILITY)

This agreement is made this _____ day of _____, _____, by and between Holly Lake Volunteer Fire Department (hereinafter "HLVFD") and the responsible individual renting the property (hereinafter "Renter").

This agreement is made for the purpose of granting the Renter the right to reserve and use the Fire Hall Meeting Facility (hereafter "Fire Hall") on such dates and during such times as may be determined from time to time by HLVFD through its Board of Directors or such Officers or Agents as the Board may authorize. The Fire Hall is an approximately 2,600 Sq. Ft. meeting room with a kitchen, and restrooms. It is located on HLVFD owned property on Holly Lake Ranch and has direct access from FM2869 via a driveway without going through Holly Lake Ranch Security gates.

(1) Rules

(a) Renter hereby agrees to abide by and conform to all Rules and Regulations of the Holly Lake Ranch Association (HLRA) pertaining to the orderly conduct of individuals on HLVFD/Holly Lake Ranch property and the authority of the Holly Lake Security, as contained in the Association documents and available at website www.hollylakeranch.com.

(b) The Renter agrees to be responsible for and to be personally liable for any property damage.

(c) The Renter agrees that the premises are "smoke free and drug free" except that the renter may have and consume alcoholic beverages in the Fire Hall, however the renter agrees to comply with and enforce all laws regarding the consumption of alcohol to include minors.

(d) The Renter agrees to keep the parking lot "fire lanes" clear to permit the rapid exit of emergency vehicles.

(e) The Renter agrees to provide all cooking pots, pans, utensils, etc. and accepts the premises as unfurnished with the exception of tables and chairs.

(2) Leasing Agreement

(a) Renter agrees that time begins when Renter starts setting up function.

(b) Renter agrees to pay the following structure of fees:

1. A \$100.00 damage deposit is required.

2. A \$100.00 clean-up deposit is required. In the event the renter wishes to be refunded the deposits, all specified items on the cleaning checklist must be followed explicitly and checked off by a member to the HLVFD.

(c) Renter agrees to pay \$ 50.00 rent for a public function and \$200.00 for a private function lasting no more than 8 hours to include setup and cleanup. A public function is generally one that is open to the public where admission is not charged and a private function is generally one where attendance is by invitation. The final determination of rental charges will be made by the HLVFD.

(d) The Renter acknowledges that the Fire Hall is a Designated Shelter and may be activated for emergencies. In the event that the shelter is activated during the reserved time, the Renter agrees that this rental agreement is terminated and all monies will be refunded.

(3) Indemnification

Renter hereby agrees to hold the HLVFD harmless and to indemnify it against any public liability and/or property damage liability, which may arise or accrue by reason of the use by Renter of the

Facility. HLVFD shall not be responsible for any servants, employees, guests or property from any groups whatsoever, during the period covered by the agreement; and renter hereby expressly releases the HLVFD from and agrees to indemnify it against any and all claims for such loss, damage or injury.

(4) Insurance

Renter hereby agrees to assume all responsibility for insurance respecting the facility during use under the agreement, and to assert no claim of coverage under any insurance policy of the HLVFD during the period of such use.

(5) Covenants

(a) Renter shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced.

(b) If said premises, furnishings or any portion of said building during the term of this agreement shall be damaged by act, default or negligence of the Renter or any of the Renter's agents, employees, guests or any person's admitted to said premises by the Renter, Renter shall pay to restore said premises to their present condition.

(d) Renter shall be responsible for any attorney fees and costs incurred by HLVFD in enforcing any of the provisions of this agreement. Any sums of money owed by Renter pursuant to the terms of this agreement or which may be owed as a result of a breach of any of the terms hereof shall be treated as harassment against HLVFD.

(e) HLVFD reserves the right to appoint an agent to enter the premises during the period of renter's use to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the Holly Lake Ranch Association and/or to prevent any damage to or destruction of the premises.

Date of Function: _____

Time period reserved: _____ Approximate number in Party _____

Rental fee paid: _____ (\$) Deposits paid: _____ (\$)

Cleaning list received: _____ (Initials)

Signed the _____ day of _____, _____.

Renter: _____ HLVFD: _____

HLVFD USE ONLY:

Refund Amount _____ *Check #* _____

FIRE HALL CLEANING CHECKLIST

Objective is leave the area in the same condition as at the time rental began:

Main Room

1. Put all trash in trash cans
2. Wipe down tables
3. Return tables and chairs to their original positions.
4. Sweep floors and spot mop
5. Empty and reline trashcans

Kitchen

1. Put all trash in the trashcans.
2. Wipe down countertops, clean sink.
3. Wipe down to clean stove/oven/microwave, if used
4. Wipe down to clean front of refrigerator
5. Load dishwasher and turn on
6. Sweep and mop floors
7. Empty and reline trashcans

Bathrooms

1. Sweep and mop floors
2. Empty and reline trashcans

Mop Closet

1. Rinse mops and hang to dry.
2. Return all cleaning supplies.

Note: Cleaning Supplies are located in the hall mop closet and cabinets in restroom showers..