

COEYMANS FIRE DISTRICT BUILDING USE POLICY

I. Scope of the Building Use Policy

- a. These procedures shall govern the use of the facilities and property of the Coeymans Volunteer Fire Company #1 and Coeymans Fire District (CFC/CFD), which includes the community room, kitchen, main hallway, janitorial room, and restrooms. The CFC/CFD, by allowing the use of its facilities pursuant to this policy, shall be deemed to be granting a mere license for such use to the Responsible person (as defined below) and to such Responsible person's guests for the event.
- b. Use of the facilities for emergency purposes (i.e. command center, personnel staging area, or protective shelter for victims of disaster) takes precedence over all other uses of the facilities regardless of any prior payments or reservations. If the facilities are unavailable at the reserved time due to an emergency, monies paid for the use including security deposit will be refunded in full. The CFC/CFD, its agents, and members will not be liable for any damages, losses, or costs exceeding any monies paid for the use of the facilities (including security deposit and utility fees) if the facilities are unavailable due to an emergency.
- c. This policy **does not** grant access to the Fire Company Member's room, administrative offices or Fire Apparatus Bays without prior approval by the Board of Commissioners.

II. Responsible Party

- a. Any person or group using the Facilities of the CFC/CFD shall designate an individual who will be its Responsible Person/Party who shall:
 - i. Have the authority to act on behalf of the requesting group or organization
 - ii. Be the liaison between the requesting organization and the Hall Coordinator for all arrangements
 - iii. Be a minimum of 18 years old
- b. The Responsible Person/Party has the responsibility to:
 - i. Pay the security deposit and fees as stated on the attached fee schedule
 - ii. Obtain the required Liability Insurance
 - iii. Return property (including community room, kitchen, and bathrooms) to their original condition
 - iv. Report any damage caused by their group or any present at the event
 - v. Report any lost, stolen, or damaged items

III. Requests for Use of Facilities

- a. Requests for Building Use will be obtained through the "Hall Rental" section of the company website, www.coeymansfire.com. The Hall Coordinator is responsible for maintaining the schedule for the Facilities. The Hall Coordinator has full authority to permit or deny use of the Facilities for any reason without an explanation. Discretion will be exercised in accordance with any applicable federal, state, or local law.

- b. Any Building Use Application Form received without complete information as required will be returned.

IV. **Facilities**

- a. The following amenities are available for persons using the Facilities:
 - i. **Tables and Chairs-** The community room has ten rectangular tables and 100 chairs. Tables and chairs may be arranged in any manor within the large meeting room. At the conclusion of the event the room should be returned to its original set-up.
 - ii. **Community Room Floor-** The floor will be swept and mopped by a member of the CFC/CFD or the designated person due to its fragility, yet it is the responsible persons action to pick up any large, visible items that are considered trash.
 - iii. **Kitchen-** The community room has a commercial grade stove/oven, freezer, and refrigerator available for use. Plates, pots, pans, and other kitchen utensils are not provided. The Responsible Person will be expected to return the kitchen to its original order for which they found it prior to the event.
 - iv. **Food-** All food brought in to the facility for consumption shall be removed at the conclusion of the event and is not to be left in facility refrigerator without prior approval.
 - v. **Telephone-** The kitchen has a telephone. Local calls only are permitted from this telephone.

V. **Scheduling**

- a. Events shall be scheduled on a first-come, first-serve basis through the Hall Coordinator.
- b. Children's birthday parties (14 and under) will only be scheduled on non-holiday weekends, generally no more than one party per day. Children's birthday parties will normally be limited to beginning no earlier than 10:00am and ending no later than 4:00pm.
- c. Those desiring to have access to the Facilities (for party supplies, set-up, and/or food preparation) prior to the event (including the night before the event) must make special arrangements with the Hall Coordinator. Such access depends on prior use of the Facilities and the availability of personnel to open the Facilities for early access. Early availability for the Facilities for the event is not guaranteed.
- d. No event shall be considered officially scheduled until the applying individual is so notified by the Hall Coordinator.
- e. The Community Room is **NOT** available for rental on any of the following days:
 - i. Monday Nights, 2nd and 3rd Tuesday of Every Month, 3rd Saturday in April, Thanksgiving Eve, 1st Weekend of December, 2nd and 3rd Friday of December, Primary and General Election Day.

VI. Fees and Payment

- a. **Fees-** Fees for the use of the Facilities shall be pursuant to the attached Fee Schedule.
- b. **Security Deposit**
 - i. Reservations cannot be held until the full security deposit of \$150.00 is provided to the Hall Coordinator upon approval of the application. Security deposit checks shall be made payable to "Coeymans Fire Company".
 - ii. The security deposit shall be held by the Hall Coordinator and shall be applied toward the repair and/or replacement of any property damaged, lost, stolen, or destroyed during the event. The security deposit shall also be applied toward cleaning the Facilities if the Facilities are not left in the same condition as when the event began, with the exception of the breakdown of tables and chairs.
 - iii. Once post event inspection is complete, the Hall Coordinator will return the Security Deposit Check at both parties' earliest convenience.
- c. Payment in full of all use fees (including security deposit) is due prior to the commencement of the event. Access to the Facilities will not be granted unless payment in full has been made.

VII. Insurance

- a. The Coeymans Fire District requires the Responsible Party of every rental to obtain liability insurance against claims resulting from injuries to persons or damages to property, which may arise from or in connection with the renter's use of the facilities. A minimum of \$1,000,000 (one million dollars) General Liability Insurance must be secured at the renter's expense. A certificate of insurance is required and must be submitted ten (10) days prior to the event to the Hall Coordinator. The certificate must name the Coeymans Fire District as "Additional Insured" and specify the date, time, and location of the event.

VIII. Inspection

- a. An inspection shall be completed by Hall Coordinator and Responsible Person in order to determine condition of facility following the conclusion of scheduled event.
- b. Any outstanding issues at the request of the Hall Coordinator will be taken care of during the post event inspection.
- c. Any negative issues including, but not limited to, damages, loss, theft, or destroyed property of the CFC/CFD as a result of the event shall require contacting a District Commissioner and will result in forfeiture of deposit.

IX. General Restrictions

- a. All persons using the Facilities of the CFC/CFD are governed by the following general regulations:
 - i. No unruly or destructive behavior on the part of anyone using the Facilities for the activity will be tolerated. The CFC/CFD reserves the right to expel anyone and everyone from the premises who exhibits any such behavior.
 - ii. No smoking is allowed anywhere in the fire station, including the CFD Facilities. Smoking is permitted outside the fire station in the proximity of the cigarette ash containers. Containers are located near the south entrance.
 - iii. All activities must be held within the confines of the building, no outside activities are permitted.
 - iv. All activities must be concluded by 10:00pm. All music or other amplified sound must cease by 9:30pm.
 - v. No decorations can be taped, nailed, glued or tacked to the walls or windowsills. All decorations must be removed immediately after use.
 - vi. No activity will be permitted which involves fire or any hazardous or dangerous object or substance (with the exception of the typical birthday cake candles).
 - vii. No animals are permitted in the Facilities with the exception of Seeing Eye dogs or other animals specifically designated to aid the handicapped or in accordance with the ADA or other pertinent state or federal law.
 - viii. Alcoholic beverages are permitted in the community room only as long as the renting party has an insurance rider on file with the Hall Coordinator. Alcoholic beverages shall not be consumed by persons under 21 years of age.
 - ix. For any catered event with table service, the maximum number of guests, not including wait staff, shall not exceed 80. For events providing buffet style meals (or no food service), the maximum number of attendees shall not exceed 100 persons.
 - x. All children **MUST** be supervised at all times.

X. Acknowledgment Concerning Noise from Fire Station and Apparatus

- a. Use of the Facilities is with the understanding that there may be a public address call from station speakers, sirens, and engine noise from the fire apparatus being housed at the station.

XI. Parking

- a. There is limited parking available on the fire company's property. These spaces are not reserved and are available on a first-come, first-serve basis. Visitors to the station are legally forbidden from parking in front of the apparatus bays or in a manner that impedes fire company vehicles from responding to emergencies. Vehicles illegally parked are subject to ticketing, towing, damage, and/or forcible removal at the owner's risk and expense. Parking is not permitted on the north and front sides of the building.

XII. Violations

- a. Failure to comply with any of these items of the Building Use Policy may result in immediate expulsion from the premises without refund of any fees paid.

XIII. Damage or Loss

- a. The Responsible Person shall be held fully accountable for any loss or damage of any CFC/CFD property caused by intentional or negligent conduct on the part of any persons using the Facilities. The security deposit shall be applied toward any such damage or loss, but if the cost to remedy any such damage or loss exceeds the amount of the security deposit, the Responsible Person will immediately pay for any loss or damage in excess of the security deposit. The Responsible Person will take full responsibility for the conduct of all persons present at the event and will be accountable for the safety of the children attending the event.

XIV. Unenforceability

- a. If any of the provisions of this agreement are found to be unenforceable by a court of competent jurisdiction, such a finding shall not affect any of the other provisions of this agreement.

XV. Assignment

- a. The license to use the facilities shall not be assignable to any persons not on the application without the written consent of the Hall Coordinator.

XVI. Applicable Law

- a. The laws of the State of New York shall govern the interpretation of this Policy.

XVII. Miscellaneous

- a. The terms contained herein, to be performed by the Responsible Person as set forth on the Building Use Application Form, and all persons and entities using the Facilities, are binding on, and may be legally enforced by the parties, their heirs, executors, administrators, successors, and permitted assigns, respectively. However, this provision in no way limits the provisions relating to assignments as delineated elsewhere in this Building Use Policy. The captions and headings herein are for the convenience of reference only and in no way define or limit the scope content of a given paragraph, section, clause, or this Policy as a whole or in any way affect provisions. This Policy embodies the final and entire agreement and understanding between the parties and supersedes, whether written or oral, all prior negotiations, agreements, and understandings, and neither the CFC/CFD nor the user nor their agents shall be bound by any term, condition, statement, warranty, representation, whether written or oral, not herein contained. No provision of this Policy may be modified, waived, or discharged unless and only upon an instrument in writing signed by the Chairman of the Board of Fire Commissioners of the CFD. Wherever the context so requires, the singular number shall include the plural, and the use of any gender shall include all other genders.

FEE SCHEDULE FOR CFD COMMUNITY ROOM
(See Building Use Policy)

Available rental hours begin at 8:00 am and end at 10:00 pm.

Per Calendar day (up to 8 hours) \$300.00

CHILDREN'S BIRTHDAY PARTIES:

Use of the Facilities for a child's birthday party shall include (if so desired by the user of the Facilities and personnel availability) a tour of a fire engine or truck, the station house, and a demonstration by the CFC personnel for an additional \$50.00 above the rental rate.

DEPOSIT:

A security deposit of \$150.00 is required in order to reserve the community room for all parties and activities. Payment in full of the above use fees is due ten (10) days prior to the event. Upon notification of approval for use of the room, persons wanting to rent the room have ten (10) days after notification to pay the security deposit. If the security deposit is not received or arrangements have not been made with the Hall Coordinator within ten (10) days of notification, the renting party's application will be filed and the room will be considered for other applicants.

NO SHOW FEE:

If the renting party does not show up for the scheduled event, the security deposit of \$150.00 will **NOT** be refunded.

Checks should be made payable to "Coeymans Fire Company"

Applications and hall rental availability information is available in the "Hall Rental" section of the company website, www.coeymansfire.com

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MEMBER FEE SCHEDULE FOR CFD COMMUNITY ROOM

(See Building Use Policy)

Members renting facility will be required to be in attendance in order to receive member pricing. Members should not be renting for non-members if not attending event. Members should not be renting for a business or group whether for-profit or not-for-profit unless they are a direct owner of the business or group.

Available rental hours begin at 8:00 am and end at 11:00 pm.

Per-day (up to 8 hours) \$125.00

CHILDREN'S BIRTHDAY PARTIES:

Use of the Facilities for a child's birthday party shall include (if so desired by the user of the Facilities and personnel availability) a tour of a fire engine or truck, the station house, and a demonstration by the CFD personnel for no additional charge.

DEPOSIT:

A security deposit of \$150.00 is required in order to reserve the community room for all parties and activities. Payment in full of the above use fees is due ten (10) days prior to the event. Upon notification of approval for use of the room, persons wanting to rent the room have ten (10) days after notification to pay the security deposit. If the security deposit is not received or arrangements have not been made with the Hall Coordinator within ten (10) days of notification, the renting party's application will be filed and the room will be considered for other applicants.

NO SHOW FEE:

If the renting party does not show up for the scheduled event, the security deposit of \$150.00 will **NOT** be refunded

Checks should be made payable to "Coeymans Fire Company"

Applications and hall rental availability information is available in the "Hall Rental" section of the company website, www.coeymansfire.com.

COEYMANS FIRE DISTRICT BUILDING USE APPLICATION

Please Circle One of the Following:

Individual Business Group Member Non-Profit Organization

Date(s) requested: _____ Hours Needed: From: _____ To: _____

Individual making request: _____

Address: _____

Telephone: (day) _____ (evening) _____

Name of Organization/Group: (if applicable) _____

Responsible Person: (see policy) _____

Number of people attending event: _____

(If children's event, please state number of children and number of adults)

Children: _____ Adults _____

Purpose or Proposed Activities to be conducted in the Facility:

I have read (or have had read to me) the Building Use Policy of the Coeymans Fire District (attached here to) and agree to abide by its terms. I agree to pay the required security deposit and fee for my group's use of the Facilities. I also understand that I am responsible for any damage or loss that may occur at the event.

Signature of Responsible Person _____ Date _____

FOR CFD USE ONLY

Approved ___ Disapproved _____ (date) _____ Entered in Calendar: _____

Special Requirements/requests: _____

Security Deposit Received Yes _____ No _____ Date Received _____

Balance Due \$ _____ by _____

Insurance Rider Received _____