

2022 Fireside Rental Agreement -- with Alliance Fire and Rescue Services, Inc

Rev 1/1/2022

Date of Agreement: _____ / _____ / _____

*Lessee: _____

*Contact person: _____

*Address: _____

*Phone/Cell _____

*Email: _____

*Driver's License number: _____
**required information*

Lessor:

Alliance Fire and Rescue Services, Inc
201 W Broadway
Red Lion, PA 17356
(717) 244-8811

Fireside at the Fiddlers - 1446 Main St. Extd., Brogue, PA 17309 -- 300-person capacity

Option 1 - (3) day rental includes use of the upstairs and downstairs rooms, kitchen, ceremony site, and outside cold room. Choice of round or rectangle tables with chairs. Maximum of 12- hours per day (includes set up and clean up after the event)

Cost is \$2500.00 \$ _____

Security Deposit- (30%) \$750.00 \$ _____

Option 2 - (2) day rental includes use of the upstairs and downstairs rooms, kitchen, ceremony site, and outside cold room. Choice of round or rectangle tables with chairs. Maximum of 12-hours per day (includes set up and clean up after the event)

Cost is \$2000.00 \$ _____

Security deposit - (30%) \$600.00 \$ _____

Option 3 - (1) day rental includes use of the upstairs and downstairs rooms, kitchen, ceremony site, and outside cold room. Maximum of 12-hour day (includes set up and clean up after the event)

Cost is \$1600.00 \$ _____

Security deposit - (30%) \$480.00 \$ _____

add 3-hour day before set-up/ day after clean up time for \$200 \$ _____

*****Options 1, 2, and 3 include the use of the Ceremony Site and or use of the outside lighted area including the fire pit.**

Downstairs Room - (1) day rental - 80 Person Capacity - Rental includes the use of the downstairs room and kitchen, along with rectangle tables with chairs. Maximum of 12 hours starting anytime after 9am (End time must be before 11pm including clean up).

Cost is \$300.00 \$ _____

Security deposit - (30%) \$90 \$ _____

add outside cold room - \$100.00 \$ _____

add 3-hour day before set-up for \$100.00 \$ _____

***** Includes only the outside grass area surrounding the building. Excludes the use of the firepit and Ceremony Site.**

Outdoor Pavilion - (1) day rental of Outdoor Pavilion only - (Includes access to grass area surrounding pavilion.) Note there is no access to the inside facilities, you must supply outdoor restrooms. Maximum of 12 hours.

Cost is \$200.00 \$ _____

Security deposit - (30%) \$60 \$ _____

Entire Property - Rental for large gatherings (read #15 on Premises rules & regulations page)

Includes use of outside grounds and **either** the upstairs or downstairs room and outside cold room. Outdoor restrooms must be supplied.

Cost is \$3500.00 \$ _____
Security deposit – (30%) \$1050.00 \$ _____

White plastic chairs _____ How many? _____ x \$3 each = \$ _____

Wooden triple chair set _____ How many? _____ x \$10 each = \$ _____

Initial _____ **Total cost = \$** _____

All events will not last later than 11 pm.

Type of Function: Birthday Party Anniversary Baby Shower Wedding/Reception
 Meeting Other _____

Rental Date: _____ time open: _____ time finished _____

Rental Date: _____ time open: _____ time finished _____

Rental Date: _____ time open: _____ time finished _____

**Please note – the doors will be unlocked & locked according to these times*

***Security Deposit and 50% of payment must be received at signing of the contract to secure the desired date and times.**

Rental Fee Refund- 60 days or less= None 90 days= 50% Refund 120 days= Full Refund
* The remaining 50% must be paid within 7 days prior to the event. Initial _____

NOTE - Once the building is inspected after rental and everything is ok, the security deposit will be refunded to Lessee
In 2-3 weeks.

Intending to be legally bound, Lessee and Lessor agree as follows:

Cost of Rental: \$ _____

Security Deposit: \$ _____

Total Cost of Rental: \$ _____

½ cost of building rental \$ _____
+ security deposit \$ _____
Down payment total \$ _____

Payment received: \$ _____ **Date:** _____ Cash /check # /credit card _____

Balance due: \$ _____ **Due date:** _____

Balance amount paid: \$ _____ **Date:** Cash /credit card/ check # _____ \$35 charge for any returned check

LESSEE:

LESSOR:

By: _____ Date: _____

By: _____ Date: _____

Print Name: _____

Print Name: _____

Premises Rules and Regulations: for all Alliance Fire and Rescue Services locations

1. The Lessor is not responsible for any injuries to persons or loss/damage of personal property brought into the premises.
2. **The Premises shall be cleaned and restored (the way you found it) by the end of the Rental Period.**
3. All trash will be removed (including hall, kitchen, and bathroom) and placed in the dumpster located in parking lot .

All events will not last later than 11pm. Lessee will have the rental cleaned up and exit the premises by 11 pm.

4. All items brought into the premises by the Lessee must be removed prior by the expiration of the Rental period.
5. Lessee shall be responsible for repair or replacing any missing items or damage to the premises, including all material and labor.
6. Decorations may not be taped (unless you use painters' tape) to any wall, pole, or ceiling. All decorations used must be removed prior to the end of the rental period.
7. Lessor will not be responsible for any food prepared or storage of any food or any decorations.
8. **No one under 18 yrs. old is permitted to be in the kitchen or use any items in the kitchen.**
9. No illegal drugs are permitted on the Premises and **NO UNDERAGE DRINKING** permitted. Please remember to drink responsibly.
10. All AFRS properties are **SMOKE FREE FACILITIES** there is no smoking inside the buildings. Smoking receptacles have been placed outside of the facility to place discarded cigarette butts.
11. **No one is permitted to touch the thermostats.** They will be set at a normal comfort zone.
12. Doors to the facilities may not be propped open unless it is at the beginning or end of the rental period to unload and clean up. Any doors found propped open during the event will result in forfeit of security deposit.
13. Lessor's representatives reserve the right to enter the premises at any time during rental to determine if rental terms are being observed by the Lessee. These representatives have the authority to terminate the Rental at any time if the rules and regulations are not being followed or there is inappropriate behavior. In such case, no portion of the Payment will be refunded to Lessee.
14. ***Premises are subject to video surveillance at all times*:** All AFRS properties are video recorded and AFRS reserves the right to use these videos to prove misuse/conduct not allowed of the Lessee. The AFRS video surveillance system policy can be made available for the lessee to review upon request.
15. **Indemnification.** Needed only if "all property" is rented. Lessee shall indemnify, defend and hold harmless Lessor from any and all injuries, damages, costs or expenses arising out of or related to this Rental Agreement, including damage to persons, personal property, or the Premises. The Lessee will hold a liability insurance policy (that names AFRS as the beneficiary) when an "all Property" rental is used. This policy will be confirmed at the time of contract signing.

+++The Lessee will also supply outdoor restrooms for the event +++

16. **Improper Uses:** Lessee shall not violate any law, regulation, or ordinance during use of the premises, nor do anything in or about the premises or use the premises in any manner that will contravene or affect any policy of insurance against loss by fire or other hazards, or public liability, now existing or which the Lessor may hereafter place thereon, or that will prevent Lessor from procuring such policies. Lessee agrees not to do any activities in or around the premises that could harm anyone or damage any property. Lessee agrees not to use the premises for any unwholesome, noisy or immoral purpose. Any such use by Lessee for which Lessor receives a complaint may result in termination of the rental, without refund of any payment, and the refusal to rent to the Lessee in the future.
17. **Miscellaneous:** Any disputes shall be brought before the Court of Common Pleas for York County, Pennsylvania, and the parties submit to the exclusive jurisdiction of the Court. If the Lessor is required to take any action to enforce its rights hereunder, the Lessor shall be entitled to recover all costs incurred, including reasonable attorney's fees. Pennsylvania law shall govern. This contract contains the final and entire agreement between the parties, and it shall not be amended except in writing signed by the parties.

If at any time during the rental period, there are questions or concerns and there is not a member of the company present please call:

Persons at numbers listed on the Renters Event Checklist, located on the kitchen counter.

The undersigned hereby agrees to the terms and conditions of this contract and agrees to obey the rules and regulations. Failure to comply will result in forfeiting payment used to rent the premises.

LESSEE: By: _____ Date _____

LESSOR: By: _____ Date _____





ALLIANCE FIRE AND RESCUE SERVICES, INC.

201 W. BROADWAY, RED LION, PA 17356

Fire Chief: Scott Gingrich

717-244-8811

President: Scott Kopp

**WAIVER OF LIABILITY FOR FIRE COMPANY EVENTS
COVID-19 GUIDELINES AND REQUIREMENTS**

The undersigned acknowledges that they are attending an event either sponsored by or including Alliance Fire and Rescue Services,(AFRS) as a participating organization. AFRS continues to follow CDC and State Health Department guidelines in the cleaning of its facilities for public use as a meeting place for private and public events as a means to stop the transmission and spread of COVID-19.

In addition, the undersigned attendee acknowledges that novel coronavirus("COVID-19") infections have been confirmed in all locations served by AFRS, and in fact in all areas of the United States and worldwide. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control (CDC), and the Pennsylvania Dept. of Health, (PA-DOH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor the participants at this or any other AFRS event shall visit or utilize the premises of AFRS within 14 days after i) returning from highly impacted areas subject to a CDC Level 3 Travel Health notice or an area banned for travel by the PA-DOH; ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice or an area banned for travel by the PA-DOH; or iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned agrees to check all websites of agencies listed above to ensure understanding of current guidelines and restrictions associated with the transmission of COVID-19 in order to prevent any exposure on AFRS properties during the event.

Furthermore, the undersigned agrees, represents and warrants that neither the undersigned or their guests shall visit AFRS events and/or premises if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath; or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

*Leo Station
201 W Broadway
Red Lion PA 17352
717-244-8811*

Established 2020

*Union Station
63 Main St
Felton PA 17356
717-246-3892*



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AFRS has taken certain steps to implement the recommended guidance issued at the time of the undersigned's attendance at an event in order to slow the transmission of COVID-19, including without limitation the access/use restrictions set forth above. The undersigned acknowledges and agrees that AFRS may revise its procedures for attending events at its properties at any time based on updated recommended guidance and protocols issued by the Public Health Agencies mentioned earlier, and further agrees to comply with AFRS's revised procedures prior to attendance at an AFRS event.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities for themselves and their guests, and acknowledges that use thereof by the undersigned and/or participating guests may, despite AFRS's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ATTEND ANY OF AFRS EVENTS OR BE IN ANY AFRS FACILITIES FOR ANY PURPOSE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

The undersigned, on his or her behalf, and on behalf of all personal guests and other visitors to an AFRS event to be held in the AFRS facility or general community building or property, hereby releases, waives, discharges, and covenants not to sue AFRS, its directors, officers, volunteers, and agents from all liability to the undersigned or such participating guests or visitors, and all personal representatives, assigns, heirs, and next of kin of the undersigned and any participating guests or visitors for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating guests or visitors or any person who may contract COVID-19, directly or indirectly, from the undersigned or any participating guests or visitors whether caused by the negligence, active or passive, of AFRS or otherwise while the undersigned or participating guests or visitors are in, upon, or about the premises or any facilities affiliated with AFRS. It is the complete and full responsibility of the undersigned to monitor their own guests at any AFRS event. AFRS staff will not participate in ensuring adherence to current guidelines in place by any of the Public Health Agencies before, during or after an event. AFRS staff will ensure appropriate signage is displayed for the current guidelines for protection against COVID-19 at any AFRS event.

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The undersigned understands and agrees that AFRS is not required to provide insurance to cover the undersigned or any of the guests or visitors in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon, or about the premises or facilities being rented from AFRS.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, INJURY OR DEATH TO THE UNDERSIGNED OR ANY PERSONAL GUEST OR VISITOR WHILE IN OR ABOUT AFRS FACILITIES.

The undersigned further expressly agrees that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

As the undersigned, I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM AFRS IN CASE OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY OR PROGRAM, AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I ALSO UNDERSTAND THAT THIS AGREEMENT APPLIES NOT ONLY TO ADULTS BUT ALSO TO ALL CHILDREN IN ATTENDANCE AT THE EVENT BEING HELD BY AFRS ON ITS PROPERTY OR WITHIN THE COMMUNITY WHERE AFRS MAY BE PARTICIPATING IN A COMMUNITY EVENT.

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I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND ITS TERMS.

SIGNATURE

DATE: _____

PRINTED NAME

ORGANIZATION IF ANY

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

AFRS REPRESENTATIVE SIGNATURE

DATE: _____

PRINTED NAME

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