



The Royalton



7801 Chestnut Ridge Rd, Gasport, NY 14067

Rental Terms and Conditions-Hall

1. **Facilities** During the term of the Rental Period, defined on the approved and signed Contract, the Renting Party will have the exclusive use and enjoyment of the banquet facility (the "Hall") of the Terry's Corners Fire Company (TCFC) located at 7801 Chestnut Ridge Road, Gasport, NY 14067, including the restrooms, tables, chairs, lights, and coat room. Under the terms of this Agreement, the Renting Party is not permitted use of the Bingo office, kitchen, member's room, executive office, conference room, chief's office, radio room, truck room or outdoor facility (the "Grounds"). During the term of the Rental Period, the approved caterer is the only party that may have access to and use of the kitchen. Arrangements for access to and use of the kitchen by the caterer must be made prior to the Rental Period with the Hall Rental Coordinator. During the term of the Rental Period, parking will be made available for the Renting Party's guests. Parking on the grass is not allowed. TCFC will have access to a sufficient number of parking spaces saved for TCFC emergency personnel.
2. **Maximum Capacity** per New York State Building Code, no more than three hundred fifty (350) persons shall be permitted in the Hall at one time. TCFC reserves the right to accept or refuse a rental application based on guest count. During peak season, the minimum guest count for an evening event is 150 persons. The Renter will be charged as such on the Rental Invoice.
3. **Rental Period** the Renting Party shall have the use of the Hall on the date and for the hours (the "Rental Period") defined on the approved and signed Rental Application. The Event time limit shall not exceed 7 hours. Set up time for the Renting Party's event must be defined on the approved and signed Rental Application and shall not exceed 6 hours.
4. **Rental Hold/Security Deposit** In addition to the Rental Charge, the Renting Party shall pay TCFC an additional charge of \$100.00– the "Rental Hold/Security Deposit" – upon completion of the Rental Application to secure the Renting Party's intent to rent the Hall and cover any damage or loss that may occur to the Hall, its contents, or any other property of the TCFC. Only after TCFC has determined that the Hall, its contents, the grounds, and all property of TCFC are free of damage arising from or related to the Renting Party's rental of the Hall will this, or a portion of this, be refunded. Upon demand from the TCFC, the Renting Party shall immediately pay the TCFC the cost to repair any damage in excess of the Rental Hold/Security Deposit (see condition #17).
5. **Rental Charge** The charge for the Rental Period includes the Facilities plus use of tables and chairs – payable in full to the Terry's Corners Fire Company via check, cash, or money order **thirty days in advance** of the Rental Period, or if less than thirty days, upon the approval of the Rental Application. The Rental Charge is NON-REFUNDABLE (see condition #9 for Cancellation). A \$25.00 fee will be added for any returned check.
6. **Bar Charges**
 - a. **Bar Packages** Pursuant to New York State Liquor Authority rules & regulations, any and all alcoholic beverages served on the premises shall be purchased from and served by TCFC. Under no circumstances shall any alcoholic beverages be brought onto the premises. At no time shall the Renting Party, nor their contractors or guests be allowed to serve alcoholic beverages or be behind the bar for any reason while alcohol is being served. At no time shall alcoholic beverages purchased be taken from or consumed off of the premises. There will be absolutely no serving to or consumption of alcoholic beverages by minors in the Hall or on TCFC property. TCFC reserves the right to request valid ID/proof of age from all guests. TCFC also reserves the right to refuse service, for cause, to any patron. Shots of liquor are prohibited from being served during any open bar. All brands and prices are subject to change.
 - b. **Bartenders** If the Rental Period is in the evening, there must be at least two bartenders present during the entire event. The Renting Party may request additional bartenders at an additional charge.
7. **Additional Charges**
 - a. **PA System/TV/Projectors** – Use of the TCFC PA system during the Rental Period should be requested and approved through the Hall Rental Coordinator prior to the Rental Period.
 - b. **Podium**- Use of the TCFC Podium during the Rental Period should be requested and approved through the Hall Rental Coordinator prior to the Rental Period.
 - c. **Uplighting** – Use of uplighting is available during the Rental Period and should be requested and approved through the Hall Rental Coordinator prior to the Rental Period
8. **Rental Invoice** Upon approval and signing by all **Parties** of the Rental Application, TCFC shall provide the Renting Party with a written good-faith estimate of fees to be charged based on the goods and/or services requested by the Renting Party in the form of a Rental Invoice-Estimate. Upon conclusion of the event, actual fees will be calculated based on the actual number of guests served, and actual services provided in the form of a Rental Invoice-Final. Payment, in full, is due at the conclusion of the event via cash or check. Credit Card is also accepted, but there will be a 3% fee added to the bill.



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9. **Cancellation Policy** In the event that the Renting Party must cancel, ***cancellation can only be done by contacting the Hall Rental Coordinator.*** Depending on notice of cancellation, the following percentages of rental fee will be refunded:
 - If cancelled 6 months or more in advance, 100% of the Rental Hold/Security Deposit will be refunded.
 - If cancelled 6 to 2 months in advance, 50% of the Rental Hold/Security Deposit will be refunded.
 - If cancelled less than 2 months in advance, the Rental Hold/Security Deposit will not be refunded.
10. **Caterer** Arrangements with the caterer must be done by the Renting Party and is not the responsibility of TCFC or the Hall Rental Coordinator. TCFC has catering available with the Ladies Auxiliary or Approved outside catering services. Hall Rental Coordinator to provide available options to renters.
11. **Decorations** The only decorations permitted in the Hall are those that may be placed on the floor or on the tables. The Renting Party shall not hang, tape, nail, tack, or suspend decorations from the walls, ceilings, or columns within the Hall. The Renting Party shall not use rice, birdseed, glitter or confetti of any type in the Hall or on the grounds outside of the TCFC. The Renting Party is responsible for any damage to the Hall from decorations (see condition #17).
12. **Rental Chairs, Tables and Other Equipment** Prior to the Rental Period, the TCFC must approve the Renting Party's rental and use of any chairs, tables, or other equipment other than those already in the Hall. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period. Smoke machines are strictly prohibited.
13. **Hall Attendant** For all functions, at least one member of TCFC will be assigned to the duty of Hall Attendant. The Hall Attendant will be present to oversee the use of the Hall and compliance with all Terms and Conditions during the Rental Period. The Hall Attendant is responsible for providing reasonable access to the Hall for the Renting Party during the Rental Period. The Hall Attendant will insure that the Hall is clean and provide reasonable access to tables, chairs, and any other equipment specified on the Rental Invoice. This person(s) will not interfere with the Renting Party's function. The Hall Attendant will be responsible for the cleanup of the Renters belongings at the conclusion of the event. The Hall Attendant is paid for by the renter at the conclusion of the event via the Rental Invoice.
14. **Safety and Security** Renting Party must maintain control of all guests and other persons attending their event. Children must be accompanied by an adult on TCFC property. Any of the Renting Party and/or their guests who are being unruly, creating a disturbance, or causing damage will be removed from the premises at the discretion of the TCFC Hall Attendant. All doors into or out of the Hall must remain closed during the Rental Period. All fire exits must remain clear of obstructions at all times.
15. **Noise** Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at midnight. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.
16. **Smoking** is not permitted anywhere inside of the TCFC building. There are smoking posts located outside of the Hall for those wishing to smoke. Cigarette butts are not to be placed in the parking lot, sidewalk, grass, or dumpster but properly disposed of in the smoking posts provided.
17. **Damage** TCFC has up to 72 hours after the Rental Period to determine if damages occurred and notify the Renting Party. The Renting Party is responsible, and upon demand will pay the TCFC, for any and all damage to the Hall that arises from or is related to the Renting Party's Rental Period within 7 days. The Renting Party is responsible for any damage which occurs during set up or the event (see condition #4). This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat room, or any other property of TCFC.
18. **Cleaning of Hall** the TCFC designated cleaning contractor shall clean the Hall following the Rental Period. The cost of the cleaning service is \$100. The use and cost of the cleaning contractor is non-negotiable.
19. **Compliance with Laws** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose.
20. **Entire Understanding** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, warranties, covenants, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.
21. **Modifications** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.
22. **Required Paperwork and Signatures** ***The Hall can only be held and rented by the Hall Rental Coordinator.*** This Agreement is not valid unless the Terms and Agreement and the Rental Application are completed and signed by the Renting Party, the Hall Rental Coordinator, and a representative of the TCFC. Additionally, TCFC will not accept any Rental Applications that do not include a signed Hold Harmless/Indemnification Clause.

Any questions regarding the Rental Terms and Conditions should be discussed directly with the



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Hall Rental Coordinator, Jenna Baehr (716) 427-4255