

**RIDGWAY FIRE DEPARTMENT CARNIVAL LOT RENTAL AGREEMENT**

1. **THE PARTIES.** This Ridgway Fire Department Carnival Lot Rental Agreement (“Agreement”) made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:

Renter: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (“Renter”), and

Landlord: Ridgway Fire Department, Inc., with a mailing address of P.O. Box 391, Ridgway, PA 15853 (“Landlord”).

Landlord and Renter are each referred to herein as a “Party” and, collectively, as the "Parties."

2. **VENUE.** The Renter agrees to temporarily lease, occupy, and make use of the Ridgway Fireman’s Carnival Lot located in Ridgway, PA 15853. Hereinafter known as the “Venue.” Renter intends to use the Venue for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_.

3. **LEASE PERIOD.** The Renter shall have access to use the Venue for this period:

- a.) Start Date: \_\_\_\_\_
- b.) End Date: \_\_\_\_\_

The time on the Venue will be 8:00 a.m. on the Start Date.  
The time off the Venue will be 8:00 p.m. on the End Date.

Hereinafter known as the “Lease Period.”

4. **RENT.** To lease the Venue, the Renter agrees to pay the following amounts in full ten (10) days prior to the Start Date of the Lease Period:

- a.) Security and Cleaning Deposit: \$500.00. Check number \_\_\_\_\_
- "
- b.) Rental Costs (“Rent”): Amount: \_\_\_\_\_. Check Number \_\_\_\_\_

(Rental Costs: Check all that apply from Addendum “A” attached hereto)

5. **DEPOSIT.** The Renter agrees to pay the Landlord a refundable security and cleaning deposit of \$500.00 ten (10) days prior to the Start Date of the Lease Period (“Deposit”). After the End Date of the Lease Period, and all the duties of the Renter have been fulfilled, the Deposit will be refunded less any charges no later than ten (10) full days after Landlord’s inspection of the Venue.

6. **OVERTIME.** If, for any reason, the Renter overstays the Lease Period, the Landlord shall charge an overtime fee equal to \$50.00 per hour to the Renter for their excessive use.
7. **RENTER RESPONSIBILITIES.** At the end of the Lease Period, the Renter is responsible for the cleanup of the Venue after the Lease Period. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period. The Renter acknowledges that they are responsible for any costs and damages, even if they exceed the Deposit, and will promptly reimburse the Landlord. for such damages.

At a minimum, the following conditions must be satisfied at the end of the event:

- All garbage is to be picked up and placed in the dumpster.
  - Trash cans to be returned to the area behind the dumpster.
  - If restrooms are rented, they must be cleaned by the renter.
  - Garbage from the restrooms is to be taken to the dumpster.
  - Toilets are to be cleaned and the sinks are to be wiped down.
  - All toilets are operational (there is an additional charge if a plumber has to be called).
  - Renters that do not clean the restrooms will forfeit \$250.00 from the Deposit in addition to any other charges.
  - If used, the amphitheater is to be swept off.
  - If used, tables in the bingo pavilion are to be wiped off.
  - The Renter is responsible for any property damage.
8. **EVENT RESTRICTIONS.** The Renter expressly agrees to adhere to the following event restrictions:

- No illegal activities or drugs are permitted.
- No firearms are permitted on the Venue.
- No pets are allowed on the Venue.
- No taping, nailing, or thumb tacking of decorations or signs permitted.
- The Renter is responsible for all that attend the event.

The Landlord retains the right to terminate the event for cause, which includes but is not limited to violating any of the restrictions listed hereinabove, and/or expel any persons who are deemed to be unruly, committing illegal activities, or acting dangerously, in the Landlord's sole discretion.

Please note that the Venue has video surveillance cameras that operate 24 hours per day, seven days per week. The Landlord reserves the right to review and use the recordings at any time.

9. **INSURANCE.** The Renter is required to obtain, at their own expense, Comprehensive General Liability Insurance Policy of not less than \$1,000,000.00 coverage for bodily injury, property damage, and contractual liability in the aggregate.

- a.) Additional Insurers. The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 5 days prior written notice to the Landlord.
- b.) Primary Insurance. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.
- c.) Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.

Renter must provide a valid certificate of liability insurance at the time of delivery of the Rent payment and provide the following information relative to the above-described insurance policy:

Liability Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**10. HOLD HARMLESS.** The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

**11. SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid

or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**12. GOVERNING LAW, ATTORNEY’S FEES, AND CHOICE OF VENUE.** This Agreement shall be governed under the laws in the Commonwealth of Pennsylvania. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Elk County, Pennsylvania. In the event of litigation relating to this Agreement, each Party will bear its own attorney’s fees and costs.

**13. ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

**Renter’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Landlord’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By: \_\_\_\_\_

On behalf of:

Ridgway Fire Department, Inc.  
P.O. Box 391  
Ridgway, Pa. 15853  
Ph. 814-772-8085  
Fax. 814-772-3665

[www.ridgwayfiredept.com](http://www.ridgwayfiredept.com)

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## Addendum "A"

### Carnival Lot Rental costs (check those that apply):

Carnival Lot Rental does not include Firemen's stands; they must be rented separately.

- Carnival Lot without restrooms, no stands included. \$250.00 per day  
(Bingo stand and Money stand included)
  
- Carnival Lot w/restrooms, no stands included. \$350.00 per day  
(Bingo stand and Money stand included)
  
- Lot and Restrooms two-day rental, no stands included. \$550.00  
(Restrooms available April 1-September 30) (Weekend Rental)  
(Bingo stand and Money stand included)
  
- Amphitheater - \$250.00 per day (includes power)
  
- Firemen's cook stand \$100.00 per day additional to Lot rental.
  
- Firemen's pop & pizza stand \$100.00 per day additional to Lot rental.
  
- Firemen's Pole building \$100.00 per day additional to Lot rental.
  
- Refundable security and cleaning deposit \$500.00