



MARION FIRE DEPARTMENT COMMUNITY ROOM RENTAL AGREEMENT

This agreement is between the Marion Fire District (MFD) and the renter (“Renter”) as identified below dated this ___ day of _____, 2025.

Renter: _____

Renter address: _____

Renter email: _____

Renter phone: _____

DATE(S)/TIME OF EVENT: _____

AGREEMENT

Department agrees to rent its Community Room to Renter for the date(s) above for a fee of \$100.00 per day. Use of the Restrooms shall be included in any rental. Renter shall also provide a damage/cleaning deposit of \$100.00 for a cleaning fee.

Additional fee of \$50.00 for use of the Kitchen (check box).

\$_____ Total provided to Department (includes Community Room, Kitchen fee, and deposit).

The total shall be provided to the Department before the date of the Event. Checks shall be written to “Marion Fire District”, or cash is acceptable. The deposit shall be returned to the Renter following inspection of the Community Room and Restrooms and Kitchen (if also rented) for damage or cleaning expenses.

Before commencement of the event Renter shall review the facility to be rented and inventory any and all damage and make same known to MFD. Renter will not assign this agreement, or sublet the facility, or any part thereof, without the consent of MFD.

By signing this agreement, Renter acknowledges receipt and agreement with the “Marion Fire District Indemnification Agreement” which is incorporated herein by reference and made part of this agreement. In the event of a contradiction between the two documents, the Marion Fire District Indemnification Agreement shall control. This agreement is the entire agreement between the parties and may only be modified by written agreement between the parties.

Renter must abide by rules which include but are not limited to: NO dogs other than service animals are allowed in the buildings except for dog events; NO open flames or propane tanks are allowed inside buildings; NO Alcohol, smoking or any drug use will not be permitted; and Renter is responsible for traffic control/parking and keeping emergency exits clear.

Department assumes no care, custody, or control over said event and assumes no responsibility or liability. Renter further acknowledges and understands Renter has and retains the exclusive



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care, custody, and control of the event during the entire time the event remains on the Marion Fire District property. It is understood and agreed MFD and its insurer have no obligation to indemnify or defend Renter (or any other parties) related to their event and assume no responsibility for loss or injury due to any cause whatsoever. Renter shall fully indemnify, hold harmless and defend MFD and its directors, officers, employees, agents, and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to the execution of this Agreement. Renter understands and agrees it is solely responsible for any loss associated with the execution of this Agreement and appropriate insurance coverage is required.

In its sole discretion MFD may terminate Renter's event at any time and retain all or a portion of the deposit and charge renter for any cost incurred above the deposit, *in the event of any failure by Renter to comply with this Agreement and/or any damage or loss to Department occurs*, including: (i) damage to rugs, floors, walls, furniture, property of the facilities or grounds; (ii) theft; or (iii) use of the facilities in excess of agreed-upon hours of use. Also within its sole discretion MFD may cancel Renter's event if there is an emergency within department's response area and Department determines it needs the rental space. If event is canceled by Department for an emergency, Department shall refund any rental fees.

Renter shall clean the grounds and buildings occupied leaving them in as good condition as originally found. Any, tape, wire, string, etc. used on the walls, fixtures, floors, etc. shall be removed by Renter. MFD shall apply the Deposit to any damage/cleaning required and may pursue reimbursement from Renter for any additional costs associated therewith.

This agreement shall be construed pursuant to Montana law. The proper forum for legal disputes shall be Flathead County, Montana. In the event a Court determines any provision in this contract is void or voidable, the specific provision shall be severed and the remainder of the contract shall remain in full force and effect.

In the event of a dispute arising from this Agreement resulting in litigation, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees.

Renter's Signature Date

Fire Chief/Designee Signature Date