

AUDITORIUM RENTAL CONTRACT

Property: Yeadon Borough Auditorium
600 Church Lane
Church Lane and Baily Road
Yeadon, PA 19050

Landlord: Borough of Yeadon
600 Church Lane
Yeadon, PA 19050
Phone: 610-284-1606
Fax # 610-284-2138

For information contact the Events Coordinator at Office Phone: 610-284-1606 ext. 155 or bostic@yeadonborough.com

RENTAL FEE

The Auditorium rental is for a four (4) hour event. The fees are as follows:

Residents and Borough-based Organizations:

Friday through Sunday event:	\$1,375
Monday through Thursday event:	\$1250

Non Residents and Outside Organizations:

Friday through Sunday event:	\$1,600
Monday through Thursday event:	\$1,400

Resident non-profit

Free

Must Show proof of 501 (c) 3 IRS determination

- Additional time may be requested in advance. The payment for the additional time must be received at least fourteen (14) days prior to the event date.
 - Resident \$75.00 (per hour)
 - Non Resident \$100.00 (per hour)

R e f u n d a b l e D e p o s i t \$ 5 0 0 . 0 0

Hourly Meeting Rate

- Resident Community Groups \$50.00 per hour
- Non-resident Community Groups \$75.00 per hour

In order to obtain the Resident rate the RENTER must present proof of residency in the form of a government issued photo identification or current utility bill.

All payments must be made by check or money order. We do not accept cash payments.

In completing this form please **Print** your responses. Thank you.

Name of RENTER : _____

Address of RENTER : _____

City/State: _____ Zip Code: _____

Home Phone # _____

Mobile #: _____

Fax: _____

Email address: _____

This _____ day of _____, this Contract is made by and between the Borough of Yeadon and _____, hereinafter "RENTER".

EVENT PURPOSE

The Borough of Yeadon hereby agrees to rent to the RENTER the Auditorium and Kitchen facilities in Borough Hall.

This rental is for the purpose of:

Hall rental _____

Meeting: _____

Number of People Attending Event? _____

Will Alcohol be served? Yes () No ()

Will Food be served? Yes () No ()

If yes, will the event be catered? Yes () No ()

RENTAL PERIOD

The RENTAL PERIOD shall be (Date) _____ from

(Start of Set-Up Time on the same day of the event) _____

until (the conclusion of the event time) _____.

Clean up time is not included in the event time.

RESERVATION DEPOSIT

This application shall be accompanied by a Reservation Deposit, in the form of a check or money order for \$100. We do not accept cash payments. The Reservation Deposit will be refunded if the application is withdrawn by the RENTER before the Borough approves the application. In instances where the Application is approved and the RENTER cancels the event the Borough retains the Reservation Deposit. If the event is held the Reservation deposit is credited towards the final rental fee amount.

FINAL PAYMENT PROCESS

The balance of the rental fee must be paid and received by the Borough at least fourteen (14) days prior to the date of use of the Auditorium rental premises by the RENTER. If payment in full is not received by such time the Borough shall be free to rent the premises to another party. All payments must be made by check or money order. We do not accept cash payments.

Any request to use the Auditorium on terms that do not fit within the foregoing hours, such as a request to use the Auditorium on a recurring basis, shall require the approval of Borough Council. Said RENTER must submit a written detailed description of the proposed dates and hours during which the RENTER desires to use the Auditorium and the proposed use of the Auditorium. Such written request must be submitted to the Event Coordinator at least sixty (60) days prior to the intended use.

Set up and tear down of an event may take place in the two (2) hours immediately preceding the event and one (1) hour after the reserved time. If the RENTER desires to have more set up time such as an additional hour/hour(s) prior to the event, or set up in the morning when it is an evening event, or set up the day prior to the event a fee of \$ 100 per hour will be charged to the RENTER. The \$ 100 per hour rate must be paid fourteen (14) days prior to the date of the event. During the set up and break down time all music, food and entertainment must cease. Persons not participating in the set up and/or break down must vacate the premises.

SECURITY DEPOSIT

In addition to the above rental fee, RENTER shall deposit with the Borough the sum of \$500 as a security deposit at least thirty (30) days prior to the event RENTER'S faithful performance of the terms of this Contract. **The Security Deposit must be made in the form of a check or money order. The Borough will not accept personal checks or cash.** The Security Deposit is refundable, subject to the adherence of the terms of this Contract and inspection showing that there is no damage to the premises or to furnishings, trash and recycling has been collected and stored in the Borough approved containers that have been moved to the exterior staircase landing for removal, and extra Borough staffing was not required to clean-up the hall, bathrooms, kitchen, lobby and elevator. After the RENTER has vacated, leaving the premises vacant, the Borough may use the Security Deposit for any unusual wear and tear to the premises or common areas, or to remedy any other violations of the terms and conditions of the Contract.

RENTAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the RENTER and all occupants of the premises pursuant to this Contract:

- 1. CONDITION OF PROPERTY.** It is the responsibility of the RENTER to clean and leave the Premises in the condition they found it. Failure to do so may result in the loss of the security deposit. The Premises must be returned to its original condition no later than two (2) hours after the conclusion of your event. RENTER shall be

responsible for any damage to the premises property and for any and all articles stolen.

Any damage caused to Borough property shall be the responsibility of the user. The Security Deposit will be used in the first instance to pay for repairs and restoration of the damaged Borough property. If the Security Deposit is insufficient to cover all repair costs, the RENTER and/or their insurance provider will be required to pay all additional costs – covering the full indemnification agreed to by the RENTER.

- 2. PURPOSE AND SCOPE OF RENTAL.** All participants occupying the Premises must limit their use of the facility **exclusively** to the agreed purpose as set forth above. Use of Borough Hall facilities shall be restricted to the activity described in this completed Application. The RENTER, and any persons attending their event must confine themselves to the room(s) assigned.
- 3. PERSONAL PROPERTY.** The RENTER shall be responsible for the removal of the RENTER's property from the Borough Auditorium at the conclusion of their event, unless other arrangements are made with the Event Coordinator or in his absence the Borough Manager's Office before the event. The Borough shall not be responsible for missing or stolen articles.
- 4. CURFEW.-** All night time activities must be complete by 1:00 a.m. and the RENTER and all guests must vacate the building by 1:00 AM. The RENTER has one (1) hour to clean up and must vacate premises by 2:00AM.
- 5. DECORATIONS.** All decorations must be removed BEFORE the expiration of the RENTAL PERIOD. Staples, nails or other penetrating devices are prohibited. The auditorium floors, kitchen floors, stairways, and bathroom floors must be swept and any wetness or stain wet- mopped. **CONFETTI IS NOT AUTHORIZED AT ALL**
- 6. REMOVAL OF ALL TRASH.** All trash must be bagged in heavy duty trash bags, sealed and placed in the dumpster located in the parking lot behind Borough Hall. Trash accumulated on window sills, cabinet tops, and the like must be removed from the lobby, auditorium, bathrooms, kitchen, and stairways. Using the elevator for the transportation of trash disposal is not permitted.
- 7. PROPER DISPOSAL OF ALL FOOD AND/OR DRINK.** All food and drink must be removed from the kitchen, refrigerator, ice machine, oven, stovetop, and building area. Left over ice cannot be dumped into the gardens, landscaped areas, driveways, parking lot and entrance areas of the facility.
- 8. CLEANING.** The kitchen must be swept and all working surfaces, including counters, stovetop, oven, refrigerator, ice machine, and, small appliances are to be left clear and clean. The floors must be swept and left clear and clean. (See Decorations, Item # 5, for additional details) The facility must be left in a condition ready for immediate use by the following occupant.
- 9. ALCOHOL. NO ALCOHOLIC BEVERAGES SHALL BE SERVED TO, OR USED IN ANY WAY BY ANY PERSON UNDER THE AGE OF 21.** Any violation of this prohibition will result in immediate forfeiture by the RENTER of all permits, rights and rental payments in regard to the use of the Premises and result in immediate expulsion of all guests from the premises. *RENTER is responsible for any and all necessary permits from the Pennsylvania State Liquor Control Board.*
- 10. CONDUCT OF GUESTS.** Disorderly conduct of any kind is prohibited. Violators will be ejected from the building and grounds. The RENTER is responsible for the conduct of all guests. Should the Building Hall Monitors

and/or Yeadon Police determine the event has become an uncontrolled event; they have the authority to close the building and require the RENTER and guests to vacate the premises.

11. PARKING. The RENTER is responsible for the proper parking of automobiles. RENTER and all guests must obey all NO PARKING SIGNS and Borough parking regulations. Parking on grassy surfaces and sidewalks is prohibited.

12. MAXIMUM OCCUPANCY. When it is a sit down meal the Borough limits the group to no more than two hundred and fifty (250) people. Due to Fire Code limits other events cannot exceed three hundred and seventy five (375) people. Non-compliance will result in the Building Hall Monitors and/or Yeadon Police closing down the event and requiring the RENTER and guests to vacate the premises.

13. SMOKING. Smoking is prohibited in the building, in the stairwells, or within ten (10) feet of entryways and open windows.

14. LIABILITY INSURANCE REQUIREMENTS AND INDEMNIFICATION. **A Certificate of Insurance must be presented to the Borough of Yeadon** at least fourteen (14) days prior to the event. . The Borough will review the certificate and confirm it satisfies our requirements. If the insurance coverage is inadequate or the proof of proper insurance is not received the Borough may cancel the event. Below is the listing of insurance requirements needed based on the type of event:

A. INSURANCE FOR NON-CATERED EVENTS WITH FOOD

Individuals or organizations must provide proof of **General Liability and Liquor Law Liability insurance** with minimum coverages of One Million Dollars (\$1,000,000) suitable to the Borough. The Borough must be named as an additional insured on the policies for the event.

B. INSURANCE FOR CATERED EVENTS WITH FOOD

Where a commercial catering service or company is to cater an event, the Applicant must also ensure that said caterer provides proof of **General Liability and Liquor Law Liability insurance** to the Borough with minimum coverage of One Million Dollars (\$1,000,000) suitable to the Borough. The Borough must be named as additional insured on the policies for the event.

C. INSURANCE FOR EVENTS WITH NO FOOD

Individuals or organizations must provide proof of General Liability with minimum coverages of One Million Dollars (\$1,000,000) suitable to the Borough. The Borough must be named as an additional insured on the policies for the event.

I have read the attached Rules and Regulations for the use of this Borough facility, and the information outlined in this Application/Contract for the use of the Borough Hall facilities. I fully agree to comply with them in their entirety.

Signature of RENTER: _____

Date: _____

INDEMNIFICATION AND WAIVER OF LIABILITY

NOTICE – BY SIGNING THIS SECTION, YOU MAY BE GIVING UP LEGAL RIGHTS AND ARE AGREEING TO BE LEGALLY BOUND TO DEFEND THE BOROUGH AND PAY THE COSTS OF ANY INCIDENTS RELATED TO YOUR EVENT.

In consideration of the use of the leased premises and other good and valuable consideration which the RENTER hereby acknowledges, the RENTER for itself and all persons using or occupying the rented premises under the authority of this Contract does hereby:

(a) Waive, release and discharge the Borough of Yeadon, its officers, officials, agents, servants and employees from any and all claims, damages, demands, causes of actions and suits whatsoever arising out of or in any way connected with the use, misuse or occupancy of the rented premises including but not limited to any negligence of the Borough of Yeadon, its officers, agents, servants or employees or to any condition, facility or equipment in or on the Premises.

(b) Promise to indemnify, defend and hold harmless the Borough of Yeadon, its officers, officials, agents, servants and employees from any and all claims, damages, demands, causes of actions and suits whatsoever, by any person whatsoever, arising out of or in any way connected with the use, misuse or occupancy of the leased or the rented premises or the activities of the RENTER and all persons using or occupying the rented premises under the Contract or in any way connected with any negligence of the Borough of Yeadon, its officers, agents, servants or employees or to any condition, facility or equipment in or on the rented premises.

Signature of RENTER: _____ Date: _____

APPLICATION/EXECUTION

This Application is a request to enter a contract to use the Auditorium facilities located at Yeadon Borough Hall. The application will become a binding contract once approved and executed by the Borough of Yeadon.

With intent to be legally bound hereby, the parties hereto have hereunto set their hands and seals the on this date.

Signature RENTER

Date

Signature, Borough of Yeadon

Date

To be completed by Events Coordinator or his representative

Fees Received:

Reservation Deposit \$ _____

Security Deposit \$ _____

Balance \$ _____

Total Received \$ _____

Date: _____

Date: _____

Date: _____