

MANOR BOROUGH COMMUNITY ROOM RENTAL AGREEMENT

Borough of Manor
44 Main Street
Manor, PA 15665
724-864-2422 Phone

This Rental Agreement is made and entered into between the Borough of Manor (hereafter "Licensor) and _____

(Name and Address)

_____ (hereafter "Licensee"), this ____ day of _____, 20____, for the temporary licensing of the Community Room of the Borough of Manor, located within the Manor Borough Municipal Building, under and subject to the following terms and conditions:

1. **Rental Use Date.** This license for the use and occupancy of the Manor Borough Community Room is granted for the _____ day of _____, 20____, between the hours of _____ and _____, unless sooner terminated or otherwise extended, as provided in this Agreement.

2. **Rental Cost.** The Licensee shall pay to the Borough of Manor for the license of the Manor Borough Community Room the sum of _____ (\$_____).

3. **Purpose of License.** Manor Borough grants a license to the above-named Licensee to occupy and make certain uses of the Manor Borough Community Room on the _____ day of _____, 20____, for the purpose of _____.
(Specific Event)

4. **Restrictions on Use.** The Licensee shall restrict its use to the purpose set forth above and shall not use or permit the premises to be used for any other purposes without the written consent and approval of Manor Borough by its appropriate officials, employees or authorized agents. If the premises are used for a purpose not so permitted or authorized the Licensee's rights under this Agreement shall immediately terminate and the Licensee's use and occupancy of the premises shall immediately cease and terminate.

5. **Security Deposit.** The Licensee, prior to use of the Community Room, shall provide to the Borough of Manor, as a Security Deposit, the sum of Two Hundred dollars (\$ 200.00). This Security Deposit will be retained by the Borough of Manor until such time that it has been determined by the Borough that the Licensee has complied with all of the terms and conditions of this Agreement. If the Borough determines that damages, losses or other injuries have occurred to the Borough and/or its premises as a result of the Licensee's use and occupancy of the Community Room by the Licensee, then the cost of any such damage, injury or any expenses incurred by the Borough to clean, maintain, repair or replace any damaged personal or real property shall be retained from said Security Deposit by the Borough. If any such damages, injuries, losses or expenses exceed the amount of the Security Deposit the Licensee shall remain liable for the payment of all remaining sums.

6. **Required Payments.** An initial deposit of Fifty Dollars (\$ 50.00) shall be provided to the Borough in the form of funds acceptable to the Borough, at the time of execution of this Agreement. This deposit is not refundable in the event that the Licensee does not provide the balance of the sums due for the rental and/or the required Security Deposit. The balance of any sums due for the rental of the Community Room, other than the Security Deposit, shall be paid to the Borough fourteen (14) days in advance of the rental use date set forth herein.

7. **Access to the Community Room prior to the Rental Use Date.** The Licensee may have access to the Community Room prior to the Rental Use Date set forth herein for the purpose of making preparations for Licensee's use and occupancy of the premises. Such access to the Community Room must be specifically authorized by the Borough of Manor by its authorized officials, employees or agents and no such access shall be permitted if it conflicts with any other activity of the Borough for use and occupancy of the Community Room.

8. **Time Limits on the Day of Rental.** The Licensee's use and occupancy of the premises on the above date is limited solely to the time from _____ to _____ on the date of the rental. In the event that the Licensee wants additional time for the use and occupancy of the Community Room either before or after the above scheduled times then the Licensee shall pay in advance to the Borough the sum of FIFTY (\$50.00) DOLLARS per hour. In no event shall the time of rental of the Community Room extend beyond 12:00 midnight on the date of the rental.

9. **Furnishings and Access Provided by Borough.**

a. The Licensee shall have the right to use and occupy the kitchen located in the Manor Municipal Building and the appliances contained therein; provided however, that the Licensee shall not be permitted to do any cooking or baking in the kitchen or the Community Room.

b. Manor Borough shall provide and permit the use of the tables, chairs and garbage receptacles that are commonly located in the Community Room.

c. Manor Borough shall permit the use and occupancy of the restrooms located within the Municipal Building, which are adjacent to the Community Room.

d. Manor Borough will provide all utilities for the use of the Community Room, restrooms and kitchen.

e. Manor Borough will provide tools and supplies for the cleaning of the kitchen, Community Room and restrooms.

f. Manor Borough shall not provide, nor supply any glasses, barware, dishes, utensils, ice cube containers, table coverings, table wear, ashtrays or garbage bags. Also, Manor Borough will not provide any food or drink. All of the above must be provided by the Licensee.

g. Manor Borough will not provide any traffic or parking control. If the Licensee desires the same the Licensee must make arrangements with the Borough of Manor Police Department through the appropriate official.

10. Licensee's Responsibilities.

a. The Licensee must, on the day of, and at the conclusion of the rental, clean and return to its original locations all personal property, including but not limited to chairs, tables, garbage receptacles and movable items in the kitchen area.

b. The Licensee shall, on the day of, and at the conclusion of the rental, clean and remove all items placed on tables, chairs or other areas, including but not limited to, table coverings, tape or other substances or materials used to fasten any table coverings or other items to the tables.

c. The Licensee shall, on the day of, and at the conclusion of the rental, properly dispose of all garbage, refuse and waste, including but not limited to, papers, decorations, bottles, cans, glasses, food, tableware, ashtrays and decorations. All garbage, refuse and waste shall be placed in the dumpster provided by the Borough and located on the outside of the building.

d. The Licensee shall, on the day of, and at the conclusion of the rental, clean all tables, chairs, bar area and all countertops, removing any materials, liquids, marks, mars or other items.

e. The Licensee shall, on the day of, and at the conclusion of the rental, remove all decorations which have been installed or located anywhere in the Community Room or on the property.

f. The Licensee shall be certain to use all strainers located in the sinks and drains in the kitchen areas.

g. All tables and chairs must be folded, closed and stacked in the areas designated in the Community Room for the same.

11. Liability and Indemnity.

a. Licensee shall be liable for any and all damages, injuries, losses and expenses occurring to the premises, the property or to the Borough, resulting from or caused by the actions or omissions of the Licensee or any of its/his/her officials, guests, agents, servants, contractors or employees. In the event that the Borough of Manor engages the services of any consultant, professional or attorney to pursue and/or obtain from Licensee any sums for such damages, losses, injuries or expenses, or to enforce any or all of the provisions and obligations of Licensee, as contained herein, Licensee hereby agrees that the costs and expenses of all such engagements and actions by such professionals, consultants or attorneys shall be paid by the Licensee to the Borough of Manor.

b. Licensee agrees to indemnify and hold harmless the Borough of Manor from and against any and all claims, demands, damages, injuries, losses, costs and expenses, including reasonable attorneys fees for the investigation and/or defense of any such claims arising from the conduct or omissions of the Licensee on the premises or the Licensee's use of the premises or from any breach on the part of the Licensee of any condition, obligation or provision of this rental Agreement or from any act or negligence of the Licensee, its officers, agents, contractors, employees or invitees in or about the premises.

c. FURTHER, THE BOROUGH MAY REQUIRE YOU TO COMPLY WITH CERTAIN MEASURES ESTABLISHED BY THE BOROUGH TO ATTEMPT TO MITIGATE THE DANGERS OF COVID-19.

ALSO THE BOROUGH MAY REQUIRE YOU TO ASSUME THE RISKS OF COVID-19, IN WRITING, AND SIGNED AND SUBMITTED TO THE BOROUGH, BEFORE ACTIVITIES OR USES ON BOROUGH PREMISES OR PROPERTIES

12. **Prohibited Actions.** Neither the Licensee, nor any of its/his/her officers, guests, agents, servants, contractors or employees are permitted to alter, change, tamper with or otherwise affect the settings and use of the heating, air conditioning or the electrical systems within the Manor Borough Municipal Building. Further, Licensee shall not use the premises or permit the premises to be used in any manner that results in any waste of the premises or constitutes a nuisance on the premises or permit the use of the premises for any unlawful purposes. Further, the following are examples of prohibited conduct, activities or omissions on the premises:

- a. Using or disturbing areas of the Municipal Building not granted to the Licensee.
- b. Causing damage to any real or personal property of the Borough.
- c. Using nails, screws, brads, staples, bolts and/or glue, tape, materials or substances of any kind to attach decorations to tables, chairs, walls, ceilings or other interior facilities and amenities on the premises that will mark, mar or cause damage to any of the same.
- d. Parking in designated parking areas reserved for fireman or others.
- e. Having any person(s) remaining on the premises after midnight of the day of the rental with the exception of any persons present to clean and restore items as set forth in this Agreement.
- f. Leaving anything on tables, chairs, bar surfaces or counters.
- g. Leaving food or drinks spills on tables, bar surfaces, counters, chairs or floors.

h. Leaving any dirt, waste, garbage, refuse or any other foreign substances in the kitchen or Community Room.

i. Dumping or placing in any sink, drain or commode grease or food.

j. Failing to clean all sinks.

k. Using or throwing any confetti, rice, seeds, petals or similar material inside or outside of the Borough Municipal Building.

l. Showing, displaying or exhibiting pornographic materials or conduct or permitting lewd behavior anywhere on the Borough property.

13. **Control of the Premises by the Borough of Manor.** Notwithstanding any provision of this Rental Agreement the primary control for the Borough Municipal Building including the premises covered by this Rental Agreement shall at all times remain with the Borough of Manor, its officials, employees or agents. This Rental Agreement is not a Lease but a License only to use the designated premises for the purposes set forth herein. The Borough of Manor Reserves the right to enter and inspect the premises at any time and to perform any maintenance or repairs, emergency or otherwise, all without incurring any liability to the Licensee for any disturbance of the peaceful use and enjoyment of the premises or the loss of occupancy of the same.

14. **No Assignment.** This Rental Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided however, that neither this Agreement or any of the rights or obligations of the Licensee hereunder may be assigned to any other person or entity without the express prior written consent of the Borough of Manor. Any such assignment shall constitute a breach of this Rental Agreement and the Agreement shall be terminated.

15. **Applicable Laws.** This Agreement shall be constituted under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created by this Rental Agreement are performable in Westmoreland County, Pennsylvania.

16. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns (when permitted by this Agreement).

BOROUGH OF MANOR

Date: _____

By: _____

LICENSEE:

Date: _____

(Signature)

(Printed Name)

Daytime telephone: _____