



DILLSBURG BOROUGH

YORK COUNTY, PENNSYLVANIA

A Small Town with a Big Heart

233 South Chestnut Street, Dillsburg, PA 17019-1008

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HALL RENTAL AGREEMENT

This Hall Rental Agreement (the "Agreement") is entered into this ____ day of _____, 20____, by and between Dillsburg Borough, York County, PA (the "Borough") and _____
(the "Renter").

WHEREAS, Renter desires to rent the Premises situated at 233 South Chestnut Street, Dillsburg, PA, and the Borough desires to rent to Renter the Premises in accordance with the terms of this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. General Information.

A. Renter Contact Information:

Address: _____

Phone number: _____ Email address: _____

B. By signing this Agreement, Renter represents that he/she is at least 21 years of age, or, if Renter is an entity or organization, that the person signing on behalf of Renter is at least 21 years of age and is authorized to execute this Agreement.

C. The Premises is being rented to Renter on _____, beginning at _____ a.m. / p.m. through _____ at _____ a.m. / p.m. (the "Event"). The Event shall not begin before 7:00 a.m. and shall not continue beyond 11:00 p.m.

D. Anticipated occupancy/number of attendees: _____

1. Maximum seating occupancy: 196

2. Maximum standing occupancy: 250 (concerts, expos, fairs, etc.)

2. Description of Premises. The "Premises" is the Barbara A. Eichelberger Community Room, located on the north side of the Borough municipal building, containing approximately 6,800 sq. ft., with a 195-person capacity. Access includes the driveway, parking lot, restrooms, tables (19-six foot long), and chairs (140 available and \$50 additional fee for 55 additional chairs).

3. Rental Rates and Fees.

A. Rental Rates

Residents of Dillsburg Borough	\$275
Residents of Dillsburg Borough (M-F) 4 hours or less	\$30.00 per hour
Non-Residents of Dillsburg Borough	\$375
Non-Residents of Dillsburg Borough (M-F) 4 hours or less	\$50.00 per hour
Organizations/Businesses within Dillsburg Borough	\$325
Organizations/Businesses within Dillsburg Borough (M-F) 4 hours or less	\$30.00 per hour
Organizations/Businesses outside the Dillsburg Borough	\$425
Organizations/Businesses outside the Borough (M-F) 4 hours or less	\$50.00 per hour
Non-Profit Organizations within Dillsburg Borough	Amount approved by Manager
Non-Profit Organizations outside Dillsburg Borough	Amount approved by Manager

Plus \$150.00 Security deposit (All events)

B. Pre-Event Reservation. Any Renter that wishes to set up or prepare the Premises prior to the scheduled Event shall pay an additional sum of \$50.00. Pre-event reservations shall be based on Premises availability and are within the discretion of the Borough. In no event shall any pre-reservation be more than fourteen (14) days prior to the Event.

Pre-event reservation requested: No / Yes Date/time requested: _____
 Borough approved: No / Yes

C. Payment. Payment shall be made in cash or by check or money order payable to Dillsburg Borough.

D. Security Deposit. Renter shall pay a security deposit, which may be refunded in accordance with the terms of this Agreement, in the amount of \$150 in addition to the rental fee and any pre-event reservation fee upon signing this Agreement.

E. Payments Due. The total fees owed by Renter to the Borough, including rental fee, pre-event reservation fee (if applicable), and security deposit, are as follows:

- Rental Fee Due: _____
- Pre-Event Reservation Fee (if applicable): _____
- Security Deposit: _____
- Grand Total Due: _____

Amount paid: _____ Check#/MO#: _____ Date Paid: _____

- F. Additional Charges. Additional charges and fees may be assessed against Renter for any damage to Borough property or equipment in excess of the security deposit and any other fees paid. A \$50 service charge shall be assessed against Renter for any returned checks or checks with insufficient funds.

4. Cancellations, Rescheduling, and Refunds.

A. Cancellation by Renter.

1. Cancellations shall be given no less than one month (30 Dys) prior to the Event to receive a full refund of all fees paid.
2. Cancellations less than one month (30 days) prior to the Event shall result in forfeiture of the security deposit, but all other rental fees shall be refunded to Renter.
3. The Borough may retain all fees paid for rescheduling to a future date if the rescheduling is done 30 days in advance of the Event.

- B. Cancellation by Borough. The Borough reserves the right to cancel, terminate, or suspend this Agreement, the Event, or any rental of the Premises prior to or during the Event without notice. In the event of such cancellation by the Borough, refunds will be provided as determined by Borough Council.

- C. Refund of Security Deposit. Following a post-Event inspection of the Premises by the Borough, Renter shall provide a copy of this Agreement to the Borough to request reimbursement of the security deposit. The security deposit shall be refunded to Renter within forty-five (45) days after the conclusion of the Event and after the post-Event inspection, except where the Event has resulted in additional cleaning to be done by the Borough or damage to the Premises or any Borough property or equipment.

Date refund mailed: _____ Check # / Refund amount paid: _____ / _____

5. Decorations. Event decorations or items attached to any part of the premises or equipment must adhere to the following standards:

- A. No tape, staples, thumbtacks, pushpins, or nails shall be used on walls, trim, or ceilings.
- B. No holes of any sort shall be permitted on the Premises or equipment.
- C. No adhesives shall be used on walls, windows, or glass surfaces.
- D. No decorations or other items may be hung on walls or from the ceiling or ceiling fans.
- E. No confetti, glitter, or sparkles shall be permitted.
- F. All tables, chairs, displays, and decorations placed on the floor must have protective feet or floor covering to prevent scratching, gouging, or otherwise damaging the floor.
- G. Equipment, displays, pictures, or memorabilia owned by the Borough shall not be removed.

6. Setup and Cleanup.

- A. Renter shall be responsible for all setup and cleanup. The Premises and all Borough property shall be left in the condition it was in prior to the Event. Failure to properly clean up the Premises may result in forfeiture of the security deposit.
- B. Cleanup shall be completed within the rental timeframe.

- C. Cleanup includes, but is not limited to, gathering trash and placing it in appropriate dumpsters, wiping tables and chairs as needed, sweeping and wet mopping floors as needed, and returning any Borough equipment to its original location.
- D. The Borough will provide routine cleaning supplies, brooms, and mops.
- E. To mitigate the impacts of COVID-19, all equipment and items used by Renter must be wiped with sanitizer, including areas of the kitchen and bathroom. Sanitizing supplies are not provided by the Borough.
- F. Renter may pre-arrange for Borough staff to perform cleanup in lieu of refund of the security deposit.

Renter performs cleanup: Yes / No If "no" is selected, the security deposit will not be refunded.

7. Safety Standards and Restrictions.

- A. All spills shall be cleaned up immediately so as not to imperil the safety of the Premises and guests.
- B. No climbing, standing on, or improper use of tables and chairs shall be permitted.
- C. Renter shall be responsible for providing any ladders necessary for decorating, and Renter is solely responsible for any and all injury and/or damage resulting from the use of ladders. Borough ladders shall not be used by Renter.
- D. No person shall be permitted to access or enter the rear apparatus bay, fire/EMS apparatus bays, or the second floor of the station for any reason whatsoever.
- E. Entertainment, including, but not limited to, bands, DJs, and other music, shall be finished performing or turned off by 10 p.m.
- F. All doors and windows must remain closed while music is playing or being performed.
- G. Renters may request access to Borough Guest Wi-Fi.
- H. Renters shall not be permitted to access Borough audio/visual or other sound equipment.
- I. No bikes, skateboards, roller blades, roller skates, "Heelys", or similar items shall be permitted on the Premises or Borough property.
- J. No climbing on buildings, adjacent walls, or neighboring properties.
- K. No loitering behind buildings.
- L. Renter is responsible for the safety of all persons attending the Event or utilizing the Premises or any Borough property, and the Borough shall have no liability or responsibility for the same.
- M. Any deviation from any restrictions set forth in this Agreement shall be pre-approved in writing by Borough Council in its sole and absolute discretion.

8. Damage and Renter Liability.

- A. A pre-inspection sheet will be completed prior to the rental/Event, and a post-inspection sheet will be completed following the rental/Event.
- B. Renter shall be solely responsible for any and all damage to Borough property, the Premises, and any neighboring properties, the parking lot, or any other facilities resulting from the Event or caused by Renter, its guests, agents, representatives, or participants.
- C. Renter shall abide by Borough guidance for electrical needs to avoid overloading circuits.
- D. Renter shall be solely responsible for safe and legal management and consumption of alcohol by all guests, Event participants, and any other person, and the Borough shall have no liability or responsibility for the same.

9. **Smoking.** The Borough, the Premises, and all Borough property are tobacco and smoke free zones. No smoking is permitted inside or outside the Premises and any Borough property. This restriction includes electronic cigarettes, vapes, e-vapor and similar devices.

10. **Alcohol.**

- A. Alcohol brought onto Borough property and/or the Premises is the sole responsibility of Renter, and Renter hereby releases and shall indemnify and defend the Borough and its officers, elected officials, employees, representatives, and agents against any and all claims, suits, and any other liability arising from Renter bringing, consuming, and/or using alcohol on Borough property, the Premises, or in any manner associated with the Event.
- B. Renter shall comply with all laws governing the use, possession, and consumption of alcohol and shall ensure that no person under age 21 consumes alcohol.
- C. No sale of alcohol is permitted, and no alcohol shall be taken outside of the Premises.
- D. If any alcohol is being served, consumed, or is present during the Event, Renter shall provide the Borough with a certificate of insurance with a liquor liability or similar rider, naming the Borough as an additional insured.

11. **Insurance.** Renter shall provide the Borough evidence that Renter has obtained and maintains in full force and effect, for at least the term of the Event, a policy of general liability insurance of at least One Hundred Thousand Dollars (\$100,000.00) per claim and in the aggregate. In the event Renter intends to serve, consume, or have alcohol on the Premises and/or at the Event, Renter shall additionally provide the Borough evidence that Renter has obtained and maintains in full force and effect, for at least the term of the Event, a liquor liability rider or equivalent insurance to the general liability insurance policy. All insurance policies shall name the Borough as an additional insured. Renter acknowledges and agrees that any misrepresentation regarding Renter's status as an individual or organization/business shall be a violation of this Agreement and shall result in forfeiture of any and all fees, including the security deposit, paid by Renter.

Will alcohol be present: No / Yes

Insurance certificate(s) provided: No / Yes

12. **Release and Indemnification.** Renter, for itself, its executors, administrators, representatives, successors, and assigns, hereby releases, acquits, and forever discharges, and shall indemnify, defend, and hold harmless, the Borough, its officers, elected officials, representatives, employees, agents, successors, and assigns (the "Releasees") from and against any and all liabilities, suits, claims, actions, damages of any nature, judgments, costs, expenses (including but not limited to attorneys' fees), property damage, personal injury, illness, or death, arising from or related to, directly or indirectly, the Event and/or the use or rental of the Premises and any Borough property or equipment. This indemnification provision shall not be pleaded by Renter as a bar to any claim or suit, nor asserted as an admission of liability against the Releasees. This indemnification provision shall survive termination of this Agreement and the Event.

13. **Miscellaneous.** This Agreement shall bind the parties, their heirs, assigns, and successors in interest. Any reference herein to the masculine, feminine, or neuter gender shall be deemed to include any gender, and any use of a plural shall be deemed to include the singular and vice versa. Renter represents and warrants that the information provided herein is true and correct to the best of Renter's knowledge. Renter acknowledges and agrees that any misrepresentation of the information provided may be grounds for revocation of permission to hold the Event and for forfeiture of any fees paid, including the security deposit.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the date and year first written above.

Undersigned (Renter) Signature

Date

Borough Representative Signature

Date

Pre & Post Rental Checklist

If damages or cleaning are beyond the deposit fee the Renter may be held liable for additional expenses.

Date: _____

Renter: _____ Borough Representative: _____

Tables / Chairs / Property: Please initial below verifying you have checked each item below.

1. Missing, damaged, stains, etc.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

2. Walls:

- Damage, tack marks / holes, tape / adhesive marks.
- Light / electrical outlet covers.
- Pictures / Displays.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

3. Ceiling:

- Tiles damaged or missing.
- Light covers damaged or absent.
- Fans and lights intact with no obvious damage.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

4. Trash:

- All containers emptied and new liners in place.
- Trash bags are to be placed outside the doors.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

5. Restrooms: _____

- Clean. Toilet, mirror, soap & towel dispenser functioning and intact.
- Walls, floor, and ceiling not marked or damaged

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

6. All exterior doors latched and locked except the designated entrance.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____

7. Alcove (Parking) and sidewalk:

- No trash, cigarette butts or items left from the rental.
- Damage or defacing of the building or alcove driveway.

<u>Pre-Check</u>		<u>Post Check</u>	
Renter	Borough	Renter	Borough
_____	_____	_____	_____