

RICHLANDTOWN BOROUGH

PO Box 455

125 S Main Street

Richlandtown, PA, 18955

Phone 215-538-9290 * Fax 215-538-8040

Benner Hall Rental Terms and Conditions 2021

(Effective 08/10/21)

The Borough of Richlandtown, Bucks County, Pennsylvania (hereinafter referred to as ("Borough")). Renter, known as _____ shall rent from the Borough the premises located at 1260 Cherry Street, Richlandtown, PA, 18955 known as Benner Hall on _____ (date of event), in its present condition under the following terms:

1. **Security Deposit.** Simultaneously with the execution of this Agreement, Renter agrees to pay a security deposit in the amount of **Two Hundred Fifty Dollars (\$250)** for the intended rental of Benner Hall. If this Agreement is not returned to the Borough executed with said deposit within (14) fourteen days of the rental date set forth above, the Borough may cancel the rental without further notice. After the event, the Borough shall apply any deposit against any payment for any damages and any other charges incurred (including cleaning time and fees incurred at the Borough's expense). After, and if, all conditions outlined in this Agreement are fulfilled by Renter to the Borough's satisfaction, the deposit shall be returned to Renter via first class mail to the address listed above. Renter agrees that if damages incurred by the Borough exceed the amount of the deposit collected, then Renter is liable for the difference. Renter further agrees to reimburse Borough for any costs of collection or attorney's fees due to any damages or breach of this Agreement. Security Deposit Refund checks are signed the second Monday of every month.

Security Deposit is in addition to the rental fee.

2. **Cancellations.** This Agreement shall become null and void if Benner Hall is not available on the above date due to circumstances beyond control of the Borough. Such circumstances shall include but are not limited to unforeseen damages to the hall by other renters, vandalism, fire, or any other acts of God, nature or uninvited parties, or local/national emergencies. In the event any of the events occur and the premises become un-occupiable, the Borough agrees to return all sums or deposits held on behalf of renter. The Borough shall not be liable for any further damages or losses caused by the unavailability of Benner Hall due to any unforeseeable circumstances.

Should Renter find it necessary to cancel this Agreement, written notice must be provided to the Borough **no less than Ninety (90) days prior to the scheduled event.** Given said notice, the Borough agrees to return one half of the deposit paid. Should Renter fail to occupy Benner Hall on the above date for any reason without providing Ninety (90) days' notice, Renter shall forfeit all sums paid in advance.

3. **Term of Event.** Events held on Friday or Saturday evenings must conclude (including clean-up) by 11:00 p.m. Events held on Sunday through Thursday evenings must conclude (including clean-up) by 10:00 p.m. The time needed for clean-up after the event is included in the total event time. BH Events that either are late on arrival or take too long to close agree to the following late fees to be subtracted from the security deposit:

- 1-15 minutes late to arrive – grace period
- 16-30 minutes late to arrive - \$25/fee
- 31-60 minutes late to arrive - \$50/fee

- Up to 15 minutes grace period for late to close
- 16-30 minutes late to close - \$50/fee
- 31 and over minutes to close - \$500/fee (full deposit)

4. **Renter Responsibility.** Renter agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests and/or vendors secured by Renter. Glitter, confetti and/or the use of bubble machines, hanging items from disco ball, ceiling fans, or taping items to the walls is not permitted at any time. Renter is responsible for sweeping up the bathrooms, emptying and removing all trash and ensuring that all toilets are flushed. Renter warrants that he/she shall always remain on the premises of Benner Hall during the usage term.

5. **Alcohol Use. BY LAW, NO ONE UNDER THE AGE OF 21 MAY CONSUME ALCOHOLIC BEVERAGES.** Renter agrees and warrants that there shall be no consumption of alcohol by persons under the age of 21. Renter acknowledges that the Borough does not sell, nor does it hold permits to serve alcohol. If alcohol is sold or an admission value is required, it is the responsibility of the Renter to obtain the appropriate license and insurance to cover such practice. Further, Renter shall monitor the service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person at Benner Hall, or surrounding property, on the event date and that such liability will extend to any aspect regarding the consumption of alcohol.

6. **Indemnity.** Renter shall at all times hold harmless the Borough and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Banquet Hall, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy or resulting from Renter's non-use, or possession of said property and any and all loss, costs, liability, or expense resulting there from; and at all times to maintain Benner Hall and the surrounding property, in a safe and careful manner.

7. **Miscellaneous.** Renter agrees to the following additional rules and conditions regarding the rental of Benner Hall:

- (A) Renter must be 21 years of age or older
- (B) No rental shall be approved without a copy of a valid driver's license on file with Richlandtown Borough
- (C) Benner Hall is provided with a standard of furnishings. Any damage occurred during the rental period will be paid for by the Renter at a price determined by the Borough
- (D) The maximum occupancy for Benner Hall is Three Hundred (300) people. This number is inclusive of guests, kitchen staff, entertainment and any and all other persons within the building at time of event.
- (E) Renter shall observe all rules and directions that are imposed by the Borough.
- (F) There shall be NO alcohol in personal possession or consumed outside the facility.
- (G) There shall be no food or drink consumed outside the facility.
- (H) There is no smoking permitted inside the facility. Smoking is permitted outside the facility at designated areas only. **All cigarette butt litter must be deposited into approved receptacles.**
- (I) There shall be no beverage containers, food, or drinks left on the floor or other surfaces.

- (J) Renter shall comply with all applicable Borough or state laws and regulations during the rental period.
- (K) At no time during the rental shall there be open flames, Firearms and/or replicas, or Pyrotechnic devices.
- (L) At the conclusion of the event, all tables and chairs returned to storage closets in strict compliance with the storage diagrams located on the inside of storage closet doors. Floor will be broom swept; trash cans will be emptied, and spills will be mopped up (with water only) wherever they occur.
- (M) The time needed for clean-up after the event is included in the total event time.
- (N) There shall be no playing or congregating in the parking lot during or after the event.
- (O) Renter shall clean up any trash or debris left outside the facilities.
- (P) The playground facilities, including picnic pavilion, are public areas and are not considered part of the rental agreement and **may not be used after dusk.**
- (Q) Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc.
- (R) Fixtures, Displays, Pictures found in and around Benner Hall must remain where they are and are NOT permitted to be moved, removed and / or relocated by Renter.
- (S) If renting the large commercial kitchen, no one under the age of eighteen (18) is permitted to cook using the stoves in Benner Hall.

8. **Governing Law.** The parties hereby agree that the laws of the Commonwealth of Pennsylvania shall govern this Agreement.

9. **Entire Agreement and Successors in Interest.** The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement among them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except by a document in writing signed by all parties. Further, this Agreement shall be binding upon the executors, administrators, personal representatives, heirs, successors, and assigns of each.

Signature of Renter

Date

Signature of Borough Secretary

Date