

**CAERNARVON TOWNSHIP
BERKS COUNTY, PENNSYLVANIA**

**3307 Main Street
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Morgantown, PA 19543**

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www.caernarvon.org

**AGREEMENT FOR USE OF THE TOWNSHIP SOCIAL HALL AND FACILITIES
(with ALCOHOL USAGE)**

That "Caernarvon Township" in consideration of the agreement, rules, and guidelines with attachments herein after set forth, hereby leases unto "Renter" the use of the Caernarvon Township Social Hall and Facilities as stated below and "Renter" promises and agrees to pay fees as set forth herein:

RENTERS:

The Township will not rent the Social Hall for "profit making" use. Local, Community organizations (i.e. Scouts, Seniors' Groups, Civic Organizations) may qualify for special rental considerations at the discretion of the Board of Supervisors.

Renter Initials: _____

RENTAL FEES:

Deposit Booking Fee: \$25.00 (non-refundable), is required to secure the date of your event.

Reservation Rental Fees:

<u>Residents</u>		<u>Non-Residents</u>	
Hourly	\$25.00	Hourly	\$35.00
Minimum 2 hour rental		Minimum 2 hour rental	

The Renter is allowed ½ hour of set-up/tear-down time prior to/following the event at no charge.

Renter Initials: _____

DAMAGE DEPOSIT FEE:

A damage deposit fee of \$200.00 is due at the time of reserving the Social Hall. If after use and it is determined there was compliance with the Rules and Guidelines and no damage was done to Township property, no excess fees have been charged by the cleaning service, and the Social Hall was left as it was found, the damage deposit will be refunded; within 30 days. If the deposit does not cover all damage and/or cleaning expenses required to be paid by Caernarvon Township, the Renter will be held liable for any additional costs incurred.

Renter Initials: _____

INSURANCE/LIABILITY COVERAGE:

The Renter must provide proof of liability insurance of \$1,000,000.00 (one (\$1) million dollars) per occurrence, with Host Liquor Liability coverage, naming Caernarvon Township as an additional insured, a minimum of 5 days before the event. Coverage can usually be purchased through your insurance company.

Renter Initials: _____

CANCELLATION OF EVENT/RENTAL AGREEMENT:

In the event the Renter desires to cancel the event and this agreement, the Renter shall provide to the Township, at the address stated above, notice of cancellation, in writing, to be received no later than five (5) calendar days prior to the scheduled event, or forfeit all monies paid. The "non-refundable" Reservation Fee will not be returned.

Renter Initials: _____

KEY/ACCESS CONTROL:

Arrangements will be made with the Renter by a Township Representative for access to and the locking of the Township's Social Hall.

(Revised: 5/11/2016)

Renter Initials: _____

RENTER AGREES TO THE FOLLOWING RULES AND GUIDELINES:

1. It is understood the Renter has read the Rules and Guidelines "Policy" for the Township's Social Hall and attachments and agrees to comply with the same.
2. All requests for use of facilities must be submitted by an individual 21 years of age or over, on the appropriate form provided by Caernarvon Township. No permit shall be issued to any individual under the age of 21. The individual to whom the permit is granted shall be jointly and severally liable for all costs, expenses, fees and all property damage and/or personal injury occurring or sustained by any individual in attendance.
3. The authorized individual who signed the permit for use of the facility must be present during the entire period of use. Chaperones (at least two for each 25 minors present) shall be present for the entire event, when any underage usage is approved.
4. The Renter is responsible to set up and tear down tables and chairs (tables and chairs must be returned to their respective caddies). All tables must be covered during your event. The Social Hall must be returned to the same condition as was, prior to your rental. Basic clean-up must be performed by the Renter (removal of all materials and decorations; cleaning of spills and messes (supplies are in custodial closet next to the kitchen); cleaning tables and chairs; disposal of trash in the on-site dumpster; lights turned off). Otherwise, your damage deposit will not be refunded. The Township reserves the right to charge for or deduct from the damage deposit any improper or excessive disposal of trash.
5. All required licenses and the Certificate of Insurance must be received by the Township office, from the Renter, at least five (5) days prior to the scheduled event. Final balance will be due and payable 30 days prior to the event scheduled. These will be submitted to a Township Representative. If not, the rental contract is null and void and forfeiture of all monies paid will be enforced.
6. The Renter agrees to the following **alcohol usage stipulations**:
 - a. No individual under the age of 21 shall be permitted to consume alcohol beverages on these premises. Proof of age shall be required of any guest utilizing the Social Hall and consuming alcohol.
 - b. Any individual under the age of 21 seen consuming alcoholic beverages shall be removed from these premises with the notification of the proper authorities.
 - c. The Renter agrees to provide a licensed (certified) server (bartender) who will be responsible for dispersing all alcoholic drinks. Proof of license (certification) and insurance of the individual shall be submitted.
 - d. No alcohol shall be permitted to be taken outside of the Social Hall.
 - e. It shall be the policy of the Township to discontinue any event in which individuals become intoxicated and/or unruly. The Township Police shall be involved to the extent necessary.
 - f. Any individual choosing to consume alcohol shall be strongly encouraged to refrain from driving; it is advised that the Renter consider providing a designated driver for this event.
 - g. Absolutely no cash bars or the selling of any alcohol at any event.
7. Smoking is prohibited in the Township Building; however, smoking is permitted outside in the designated area only.
8. Decorations as follow: no nails, screws, scotch tape, masking tape, wire, etc. can be used to place decorations or signs on any wall or ceiling of the building - only free standing items allowed. No confetti or glitter. Balloons may be used; however, all precautions shall be taken to prevent the balloons from floating to the ceiling (man-hour rates will be used to deduct the cost of retrieval from your damage deposit).

(Revised: 5/11/2016)

9. No animals are allowed; exception for service animals.
10. If the Renter employs a band or DJ at the Township Social Hall, the Renter shall ensure the volume is not excessive (barely audible outside) and must ensure that the band or DJ ceases playing by 10:00pm. Additionally, everyone must exit the building by 11:00pm. The Renter agrees to be responsible for the enforcement of this provision during the rental.
11. The Renter agrees that all guests, patrons, and other individuals will remain in the Social Hall, and its entrance (smoking area is outside the main entrance). No persons are permitted to enter any other areas of the building. The Renter certifies that he will ensure that this provision is enforced.
12. Provisions available include: (18) 60"-round tables; (4) 48"-long rectangular tables; 192 chairs; Kitchen: Sink, Refrigerator, Microwave; Social Hall: Screen (controlled by key).
13. The Kitchen area does not have a stove or oven. Food may not be prepared but may be served from the Kitchen Area. Use of open flames, such as lighted candles, Sterno cans, deep-fryers, wok, etc. is prohibited. Open flame warming is permitted by a licensed caterer only. A microwave is available for heating food, and slow-cookers are permitted. Prepared food may be brought in. Users must provide their own dishes, eating utensils, tablecloths, serving utensils, dishtowels, etc. Any other requests shall be directed to the Board of Supervisors in writing.
14. **Maximum Occupancy.** The Renter agrees that due to regulations instituted by the Department of Labor and Industry for the occupancy of the Township Social Hall, that no more than two hundred (200) people will be in attendance at any function. **Renter further agrees that all doors will be kept closed during the use of the Social Hall.**
15. **Fire exits.** The fire exit doors are to be used only in emergencies, and must remain unblocked. These doors must remain closed at all times. They are for emergency purposes only.
16. The Renter hereby agrees that he/she is liable for any and all damages done to the building, or any fixtures or any other property belonging to Caernarvon Township. In the event that any guests, patrons, or other individuals cause any damage to the building, fixtures, or property of the Township during the term of this agreement, the Renter will be held responsible for the payment of those damages. If the room is not in order when you arrive, please report these conditions immediately to the Township. If after business hours or on the weekend, report conditions to the Police Department.
17. Renter hereby agrees that Caernarvon Township shall not be liable for any accidents, property damage, personal injuries, or death occurring at the premises of the Township building or Social Hall or at any other location during, before or after the event. Renter and his/her authorized representative who has signed this application agrees to indemnify and save harmless Caernarvon Township, its employees, agents, and representatives from any and all losses, damages, and claims arising from the use of the building and in any way from the event held at the Township building, including all costs, expenses, and reasonable attorney's fees.
18. Whenever any conduct or acts of individuals or group is determined to be in violation of the rules governing the use of this facility or in violation of any statutes, ordinances, or regulations of the Commonwealth of Pennsylvania or the Township of Caernarvon, the privilege to use the facility will be terminated immediately and they will be expelled from Township property. In addition to expulsion, the Caernarvon Township Police Department may arrest and detain any individual(s) or issue citation(s) where appropriate.
19. Rental fees collected, and rules/regulations/guidelines for the use of the facility will be determined and may be modified, from time to time, by the Caernarvon Township Board of Supervisors. All fees shall be submitted together with the application, as described above. No permit will be guaranteed until such time that all fees are paid or arrangements have been approved (deposit only holds the date for your event). The Township reserves the right to reject or revoke any application at any time.

20. That the Renter shall pay, in addition to all other amounts due hereunder, all collection charges, attorney's fees, and expenses of Caernarvon Township incurred in enforcing any of the obligations of the Renter under this rental agreement.

21. **Please Note:** The Township Social Hall serves in the capacity as an emergency evacuation location, and in the event of such an emergency, declared by the Commonwealth, County, or Township, or any other justified event, the rental agreement shall be cancelled without prior warning or notification. In such an event, a full refund will be granted.

Additionally, if any other conflicts arise, either planned or through the needs of the Township, the Township's requirements take precedence over the Renters. In such event, the rental agreement shall be amended to allow the Township to make use of the Social Hall as the Township and its Supervisors or staff deem necessary. This may occur without prior warning or notification. In such an event, a full refund will be granted, or if only a partial change in the event is required, or a partial usage of the Social Hall by the Township is necessary, a negotiated reduction in the costs will be determined.

Renter Initials: _____

Townships Initials: _____

AGREEMENT SIGNATURES

ATTACHMENTS RECEIVED:

_____ Social Hall Rules and Regulations (Initialed Above) _____ Application
_____ Liability Insurance _____ Server (Bartender) License (Certificate) and Insurance

RENTAL DATE:

_____ Date of Rental _____ Times

TOTAL OF ALL FEES FOR THIS AGREEMENT:

Deposit Booking Fee: \$ 25.00 Reservation: \$25.00/Hour (resident)
\$35.00/ Hour (non-resident)

Hours _____ Total Fee \$ _____

Damage Deposit: \$ 200.00 Projector Fee: \$ 40.00

TOTAL: \$ _____

(Please make checks payable to "Caernarvon Township")

Deposit Booking Fee: \$ _____

Date Paid: _____ Check #: _____

Damage Deposit: \$ _____

Date Paid: _____ Check #: _____

Remaining Balance:

Due: \$ _____ on _____, 20____

Date Balance Paid: _____ Check #: _____

ALL APPLICANTS MUST READ THE FOLLOWING PARAGRAPH AND PROVIDE THEIR SIGNATURE.

I have read the above, and hereby agree to the Rules and Guidelines "Policy" and initialed where indicated; I understand that any misrepresentation of this information may result in the denial and/or cancellation of this permit.

Renter Signature

Date

Township Signature

Date

(Revised: 5/11/2016)