

Pleasant Mount Emergency Services Rental Agreement

This agreement entered into by and between Pleasant Mount Emergency Services here in after referred to as "The Lessor" and _____ here in after referred to as the "The Lessee"

The Lessee shall be entitled to use the recreation/banquet facility owned and operated by The Lessor and located at

395 Great Bend Turnpike, Pleasant Mount, PA
 161 Great Bend Turnpike, Pleasant Mount, PA

here in after referred to as the "Premises."

It is mutually agreed by and between the parties to this Agreement as follows:

- 1 **Minimum Age:** The Lessee must be minimum twenty-one (21) years of age to enter into this Agreement. Proper identification must be provided, upon request, at any time during the term of the agreement (i.e. valid PA Driver's License.)

- 2 **Disclosure:** The Lessee shall provide the Lessor with complete and accurate information requested in Schedule A of this agreement, including Lessee's complete contact information, the nature of the event to be held, and the names and contact information of any contractors providing services at the Lessee's event.

- 3 **Rental Period:** The Rental of said Leased Premises shall be for the date(s) and time(s) agreed upon between the parties and set forth in Schedule A. No other access or use of the facilities shall be granted the lessee unless mutually agreed upon by the parties. All guests shall vacate the premises no later than 30 minutes after the conclusion of the event. In any event, Lessee and all guests, contractors, and other persons shall vacate the premises no later than 1:00AM.

- 4 **Fees and Payments:** Fees for goods and/or services provided by the Lessor shall be pursuant to the Fee Schedule set forth in Schedule A of this agreement, or as otherwise mutually agreed upon by the parties in writing.
 - Upon execution of this agreement, the Lessor shall provide the Lessee with a written good-faith estimate of fees to be charged based on the goods and/or services requested by the Lessee (Schedule A).
 - Upon execution of this agreement, a non-refundable deposit shall be paid by the Lessee to the Lessor in the amount set forth in Schedule A.
 - **Security Deposit** Upon execution of this agreement, a Security Deposit shall be paid by the Lessee to the Lessor in the amount set forth in Schedule A. This fee is to cover any damage or loss that may occur to the hall, its contents, or any other part of the Lessor's property. Upon demand from the Lessor, the Lessee shall immediately pay the Lessor the cost to repair any damage in excess of the Security Deposit.
 - Applicable Security deposit will be returned only if the following conditions are satisfied:
Floors swept, spills wiped up, lights off, no property damage, table tops washed, doors locked, furniture repositioned, heat/air conditioning thermostat set per instruction, key returned to proper person. All trash must be packed up and removed from the premises. At no time will Lessee have access to the dumpster. Any trash and/or bags of trash left on the premises will be disposed of at a cost to the Lessee of \$8.00 per bag.
 - Payment is due in full at the conclusion of the event via cash or check.
 - Returned checks shall subject the Lessee to a \$35.00 fee in addition to any bank fees incurred by the Lessor.

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5 Smoke Machines & Pets: Smoke Machines are **strictly prohibited** inside the premises **(WILL SET OFF SMOKE ALARM)**. Pets/animals are prohibited on/in any area of the premises, with the exception of service animals.

6 Cancellation & Refund: Cancellations received more than 60 days before the commencement of the rental period will result in forfeiture of the deposit; any advance payment in excess of the deposit amount shall be refunded to the Lessee via business check within 30 calendar days. Cancellations received less than 60 days before the commencement of the rental period may result in the Lessee being liable for 50% of the estimated cost of the function, as set forth in Schedule B.

7 Assignment: The Lessee may not under any circumstances, assign this Rental Agreement to any parties, successors, individuals, partnership, corporations, trusts, estates, or any other form of entity.

8 Legal Fees: Should any litigation be commenced by Lessor regarding the noncompliance to this Agreement by Lessee, Lessee shall be responsible for legal fees and court costs incurred by Lessor.

9 Admission and Access: Access is granted to the Lessee ONLY to those facilities and grounds designated in Schedule A. At no time shall the Lessee have access to any other part of the building(s) or grounds unless agreed upon by the Lessor prior to the commencement of the rental period. **Note:** Access to the truck hall is solely at the discretion of the Fire Chief of Pleasant Mount Emergency Services.

- The Lessor's officers and agents shall have access to supervise the facilities at any and all times.

10 Parking: Lessee is solely and wholly responsible for ensuring that their guests and other persons attending their event do not park/obstruct the access areas to the emergency apparatus.

11 Capacity: Per Pennsylvania Building Code the premises at

- 395 Great Bend Turnpike, Pleasant Mount, PA is rated to hold:
No More Than 120 People unseated and 88 Seated.
- 161 Great Bend Turnpike, Pleasant Mount, PA is rated to hold:
No More Than ____ People unseated and ____ Seated.

At no time shall the Lessee allow the premises to be over-occupied.

12 Safety, Security & Liability: The Lessee is solely and wholly responsible for damages to the Lessor's property that may result from actions or omissions of themselves and/or their guests.

- The Lessee must maintain control of all guests and other persons attending their event. Children must be kept inside the premises unless accompanied by an adult. The Lessee is liable for any damages done to the building/property of the Lessor.
- The Lessee is solely responsible for making certain that no illegal activities are conducted on the premises or property by them, their guests or contractors during the rental period.
- The Lessee is solely responsible for making certain that no illegal drugs are present on the premises or property, them, their guests or contractors during the rental period.
- The Lessee is solely responsible for making certain that no firearms are present on the premises or property, them, their guests or contractors during the rental period.
- Tenants and/or guests who are being unruly, creating a disturbance, or causing damage may be removed from the premises at the discretion of the Lessor's officers or agents.

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- The Lessor is not responsible for loss, theft of, or damage to the Lessee's property or that of their guests or contractors.
- All doors into or out of the Premises must remain closed during the Rental Period. All fire exits must remain clear of obstructions at all times.

13 Catering and Use of Kitchen Facilities: Any caterer hired by Lessee must provide valid proof of liability insurance and a valid food service permit. Said documentation shall be submitted to the Lessor no later than 14 calendar days prior to the commencement of the event covered by this agreement.

- Use of the Lessor's kitchen facilities by the Lessee and or their contracted caterer shall be subject to an additional fee as set forth in Schedule A.
- Kitchen use shall be limited to the room and appliances ONLY. Use of the Lessor's tools, utensils, dinnerware, etc. shall be at the sole discretion of the Lessor's in-house caterer.
- The terms of this section are not applicable if the Lessee contracts the Lessor's in-house caterer to provide meal services.

14 No Responsibility for Security or Liquor or other Alcoholic Beverages: All security, liquor, and/or alcohol shall in no way involve Lessor, and the Lessee will be responsible for all such aspects of the Event. PMES does not have a permit to sell or dispense alcohol, and PMES will not be responsible for any issues stemming from such aspects of the Event. Patron agrees to indemnify and hold harmless PMES for any issues related to or stemming from the areas of security, liquor, or alcohol at the Event whether caused directly or indirectly by Patron or any guest, attendee, or anyone present at the Event.

15 Setup and Teardown: The Lessee is solely responsible for the setup of the premises including tables and chairs. The Lessor shall provide said tables and chairs at no extra fee. Arrangements shall be made, if necessary, to allow the Lessee access to the appropriate storage area(s) to retrieve the necessary furnishings. The Lessee shall be responsible for the rearrangement/and or removal of said furnishings after the event.

- The Lessor shall not be responsible for the return or condition of items the Lessee may bring in for the event. (i.e. floral pieces, cake stand, decorations, catering equipment, etc.) Items brought into the building by the Lessee, their agents or contractors are the responsibility of the same. Unless arrangements are made in advance, any items left after the conclusion of the rental period shall be considered abandoned by the Lessee, and shall be disposed of at the Lessor's discretion.

16 Decorations: Decorations and/or adornments must be affixed in such a manner as to not cause damage to the Lessor's property. Violation of this policy will result in the Lessee being charged an additional fee per Schedule A.

- Rice, confetti, or other items which are inherently untidy, are prohibited inside the premises or in the immediate area outside the building. Use of these or any item which may require unusual cleanup will result in the Lessee being charged an additional fee per Schedule A.
- The Lessee is responsible for the removal of any affixed decorations after the conclusion of the event. Failure to remove affixed decorations and/or adornments may result in the Lessee being charged an additional fee per Schedule A.

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17 Hold Harmless: Lessee personally, and jointly and severally, agrees to indemnify and hold Lessor harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises/property or the occupancy or use by the Lessee or by anyone permitted to be on the leased premises . If the Lessor shall without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect, indemnify and hold the Lessor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Lessor in connection with such litigation. The Lessee shall also pay all costs, expenses and legal fees that may be incurred or paid by the Lessor in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

18 Lessee shall be solely responsible for maintaining a safe environment during the entire rental period. This includes, but is not limited to, ensuring that any snow, ice, liquid, or potentially slippery substances or tripping hazards are removed from all floors, entry ways, and walkways and are continued to be removed throughout the entirety of the Lessee's use of the property. In addition, this includes, but is not limited to, ensuring that any broken glass, sharp objects, broken tables, broken chairs, or other harmful or hazardous conditions are addressed in a safe manner or are removed from the premises and are continued to be removed throughout the entirety of the Lessee's use of the property.

IN WITNESS WHEREOF, the parties have executed this Agreement in Pleasant Mount, Pennsylvania this

_____ day of _____, _____

LESSOR: Pleasant Mount Emergency Services
161 Great Bend Turnpike
Pleasant Mount, PA 18453
(570) 448-2963

Lessor Officer or Committee Chair

LESSEE:
Name: _____
Address: _____
City: _____
Phone: _____
Cell Ph: _____

Lessee Signature

Lessee Signature