WHITE OAK BOROUGH COMMUNITY CENTER RENTAL CONTRACT

| Renter's Name: | | |
|----------------|--------------|--|
| Address: | | |
| Phone Number: | | |
| Rental Date: | Rental Time: | |
| Event type: | | |

Expected Number of Guests:

A. General.

- 1. This contract must be signed within 7 days of requesting a date for use of the Community Center or the date will be made available to other renters.
- 2. Reservations must be made at least 14 days in advance of the event date.
- 3. The rental fee and deposit will be refunded in full if the renter gives notice of cancellation at least 30 days prior to the rental date. In the event that a cancellation should occur within a shorter amount of time prior to the event, one-half of the rental fee and all of the deposit will be refunded to the Renter.
- 4. The Renter must be at least 18 years of age.
- 5. Violations of any rules and regulations listed in Section C below may result in the immediate termination of the rental agreement and forfeiture of rental fees. In addition, Renter may not be permitted to rent the Community Center for future events.

B. Rental Fees and Deposits.

- 1. <u>Rental fees</u> for the Community Center by a Borough of White Oak resident are \$200.00 for the first four hours and an additional \$50.00 for each hour there after. For a non-White Oak citizen, the rental fee shall be \$300.00 for the first four hours and \$50.00 for each additional hour thereafter. Rental fee shall be paid prior to start of event.
- 2. <u>Deposit fee</u> for the Community Center shall be \$100.00 required to hold the reservation. And this deposit shall be applied to the Rental Fee. Remaining fees and security deposit must be paid within 7 days of the reservation or the deposit of \$100.00 is forfeited.
- 3. <u>Security Deposit</u> shall be paid in the amount of \$150.00 and will be returned within 30 days if the Community Center is left in good condition as determined by the Borough.
- 4. Fees shall be paid by cash, check or money order made payable to White Oak Borough.
- 5. <u>Cleaning Fee</u> shall be paid in the amount of \$50.00 and any excessive cleaning that is required will be charge against the security deposit.

- 6. <u>Rentals for Repasts</u> for White Oak residents only will be charged a \$50 cleaning fee and \$150 security deposit. The Rental fees referred to in B.1. will be waived.
- 7. <u>Rentals for Non-Profits</u> for White Oak non-profits only will be charged a \$50 cleaning fee and \$150 security deposit. The Rental fees referred to in B.1. will be waived.

C. Facility Regulations.

- 1. Renter shall be able to enter the Community Center beginning one hour prior to his or her scheduled event in order to set up. There is no charge for this time period.
- 2. The main room is 38 feet by 48 feet and has 17 tables and 100 chairs that will be provided at no charge for use by the renter. Renter is permitted to bring additional tables and chairs, but such tables and chairs must not mark or damage the floor in any way.
- 3. Renter shall have access to the Community Serving Kitchen but must bring all supplies and materials they wish to use. The Borough will provide no cooking materials or supplies. There are no appliances in the Serving Kitchen with the exception of a Refrigerator.
- 4. Renter is responsible for clean up of their event, but must leave the tables and chairs set up as they were found. Room must be returned to broom clean condition or the security deposit will be forfeited. The Renter should inspect the premises prior to use and if it is not clean, contact the Borough to verify the condition.
- 5. The Community Center is a tobacco-free/smoke-free, including electronic cigarettes, facility.
- 6. The Community Center is an alcohol-free facility and Renters may not bring and/or consume alcohol on site.
- 7. Decorations. No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples or any application that will cause damage. Renter shall be responsible for any damage their decorations may cause.
 - a. Firework/pyrotechnic displays are prohibited.
 - b. Glitter and/or confetti is prohibited.
- 8. If the Renter has music at the event, it must be maintained at a respectable level and Renter is responsible for any noise violations or complaints. Music must be stopped 15 minute prior to the end of the event.
- 9. It shall be the responsibility of the Renter to ensure the capacity of the event does not surpass the maximum capacity of 100 people.
- 10. Glass bottles are prohibited from use at the Community Center.
- 11. Renter is responsible for removal of their trash to the outside dumpsters.
- 12. All items that have been brought in by Renter, or contracted services for the function, must be removed from the facility by the end of the rental time. Neither the Borough of White Oak nor their employees will be held responsible for any item left at the Community Center by either Renter or persons/companies providing the service and/or equipment for the event.

13. Renter will be provided with a key to gain entry to the Community Center. Under no circumstance is Renter permitted to give the key any other individual nor is Renter permitted to make a copy of said key. Should Renter lose the key or fail to return after locking the Community Center, Renter is responsible for the cost of changing the locks of the Community Center. The Renter must return the key to the Borough office no later than 48 hours following the rental.

E. Indemnity.

- 1. Renter hereby assumes personal and individual liability of himself for any damages to the Community Center facility occurring through or during the use of the facility by Renter. The undersigned will leave the Community Center in a condition as good as, or better than, originally found. The undersigned personally and individually accepts liability for all repairs to the building and/or repair or replacement of equipment in the event of damage.
- 2. Renter hereby agrees to defend, indemnify, and hold harmless the Borough of White Oak, its elected or appointed officials, commission members, agents, employees, and volunteers (hereby collectively referred to as the "Borough") from any claims, demands, suits, losses, costs or expenses, including attorneys fees, or any damages which may be asserted, claimed or recovered against or from the Borough by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to in any way connected with the performance of this contract, excepting however, claims arising from the sole and unequivocal negligence of the Borough.

Renter hereby certifies that Renter has read the above and foregoing contract and that Renter understands all the terms therein and agrees to be bound thereby. Renter further agrees that Renter's use and occupancy of the White Oak Borough Community Center and the use and occupancy of the White Oak Borough Community Center by Renter's guests will comply with all of the terms of this contract.

| Date: | Signed: |
|-------|----------------------|
| | Name (Please Print): |
| | |

| Deposit Paid: _ | |
|-----------------|--|
| Amount: | |
| Received by: | |