



FOX TOWNSHIP COMMUNITY BUILDING RENTAL AGREEMENT

Po Box 184
 Kersey, PA 15846
 Phone: (814) 885-8450 X3 FAX: (814) 885-6158
www.foxtownship.com

FACILITY RENTAL FEES

	Security Deposit	Non-Township Based Organization or Non-Township Resident Rental Fee
Organization-Sponsored Event (Public)		
<i>W/ Food and/or drink</i>	\$100	\$200
<i>No food or drink</i>	\$100	\$100
Individual-Sponsored Event (Public)		
<i>W/ Food and/or drink</i>	\$150	\$200
<i>No food or drink</i>	\$150	\$100
Organization Meeting/Activity (Closed)	N/A	N/A - provided that the building is left in good condition. \$40/ hour of cleaning if it is required
Athletic/Recreational Event	N/A	\$1.00 per participants, if fee is charged

	Resident	Non-Resident
<i>per half-hour</i>	\$3.00	\$5.00
<i>per half-hour with pitching machine</i>	\$5.00	\$7.00

There is no rental fee for Township Based Organizations or Township Resident sponsored activities. However, a \$300 security deposit shall be made upon signing the rental agreement. This deposit shall be refunded if no damage occurs or cleanup is required.

Fees may be waived or decreased under certain circumstances, as deemed appropriate by the Board of Supervisors.

RENTAL APPLICATION

Name _____ Organization (if applicable) _____

Address _____ City _____ State _____ Zip _____

Tel (H): _____ (W) _____ (C) _____

E-mail Address: _____

APPLICANT TYPE:

Fox Township Organization Fox Township Resident

Non-Fox Township Organization Non-Fox Township Resident

Describe Event (be specific): _____

Date of Event: _____ Start Time: _____ End Time: _____

Food/Beverage Present? Yes No

PAYMENT INFORMATION (checks Payable to "Fox Township")

Security Deposit: \$ _____ Paid Rental Fee: \$ _____ Paid

APPROVED BY FOX TWP. SUPERVISORS on: (Date) _____

Signatures:

RENTAL POLICY INFORMATION

The Fox Township Community Building is intended primarily for programs sponsored by Fox Township, its boards, authorities and departments (inclusively referred to as "Township"). Other non-profit organizations and individuals may use the facility subject to the regulations of the Fox Township Supervisors Policy for the use of the Fox Township Community Building (copies available from the Township).

The availability of the Community Building for programs not related to Fox Township is as follows:

1. The Community Building is available for civic, educational, community service, recreational and cultural non-profit groups and community-related events
2. The Community Building shall not be available for use by for-profit groups, businesses or individuals with the exception with the exception of instructors of recreational/fitness activities open to public participation or other for-profit organization that serves in the interest of Fox Township, as deemed appropriate by the Board of Supervisors.
3. The Community Building may **not** be used for the following activities:
 - a. Individual social events such as birthday parties, wedding receptions, etc.
 - b. Events which offer items or services for sale (excluding those items described above) or which include overt solicitation of clients for products or services;
 - c. Meetings or events held by political parties or interests for the sole purpose of soliciting or raising money. Excluded from this regulation are activities sponsored by Fox Township.

General Rules of Use of the Facility

INSURANCE AND LIABILITY

The person making the application to reserve the facility must be at least 21 years of age and must assure adequate supervision when using the facility.

Renter hereby agrees to reimburse Fox Township (hereinafter referred to as the "Township") for any damage to the Community Building by Renter or by Renter's guests, contractors or employees during times the Community Building is rented to Renter or occupied thereby. Renter also agrees to save, hold harmless, indemnify and defend the Township, its representatives and assigns, from any and all claims, including but not limited to, claims arising from the dispensing of alcoholic beverages, and for personal injuries or property damage which may be brought against the Township, its representatives or assigns, for injuries arising out of the activities of Renter or Renter's guests, while Renter or Renter's guests are in attendance at or traveling to or returning from the event for which Renter has rented the Community Building .

The Township's insurance will not protect the Renter or the Renter's guests, contractors or employees from claims arising out of the renter's use of the Community Building. Renters shall provide a liability insurance policy with a combined single limit of not less than \$1 million. Such insurance shall be in effect for the entire time of the event for which the community building is rented. It is agreed and understood by all parties that renters insurance is considered primary and non-contributory over any other liability coverage available to the Township. The Township bears no responsibility, nor provides coverage in any way to protect and indemnify the renter. Renters are strongly advised to consult with legal counsel and an insurance professional to determine both liability exposure and insurance protection available to renters while hosting the event for which the premises are being rented; this is true if alcoholic beverages **are served or are not being served**. A certificate of insurance confirming that the renter is in compliance with this insurance requirement shall be submitted to the Township no less than 30 days prior to the event. Failure to comply with this requirement will preclude the renter from occupying the Community Building.

Persons and groups using the facility shall be responsible for any personal items brought into the facility and shall remove same at the end of each scheduled use time, unless other provisions have been made and approved by the Board of Supervisors. Fox Township shall NOT be responsible for any items allowed to be stored at the Community Building belonging to persons and

groups using said facility. Persons and groups using the facility shall return any Township owned equipment to its designated place within the facility as directed by the facility supervisor.

SAFETY PROVISIONS

Maximum capacity is 350 persons.

The following shall be prohibited within or on the premises of the facility:

- Smoking within the building (smoking is permitted in designated areas outside the facility)
- All illegal drugs and other substances
- Animals of any kind except those serving the needs of the handicapped and those used in public demonstrations or programs as approved by the Board of Supervisors
- Unattended open flames such as candles

ALCOHOLIC BEVERAGES

Alcoholic beverage possession and consumption shall be allowed during Township-sponsored and co-sponsored programs and activities. Additionally, alcoholic beverage possession and consumption shall be allowed during a facility rental for programs and activities so long as the rental user complies with all regulations of Pennsylvania Liquor Control Board (PLCB).

FOOD

The Community Building and its kitchen may be used to prepare and serve food and drinks. However, care is to be exercised to avoid spills, stains, and damage which could result in the forfeiture of deposits.

SET UP/CLEAN UP

All setup, tear down and clean up shall be the responsibility of the group or individual using the building. The Community Building must be left in good condition and cleaned at the end of the event. The person signing the rental agreement is responsible for the clean up of the facility. This includes: sweeping and wet mopping all floors, cleaning all toilets, sinks, tables chairs and appliances; removing all trash and litter, placing it in trash bags and placing the bags in the shed located behind the building; return all tables and chairs and other equipment to their storage locations; close and lock all windows and doors.

VIOLATIONS

Any person/group violating any of the above general rules is subject to suspension from the facility, immediate cancellation of the rental including loss of damage deposit/fees and prosecution in the event of a law enforcement violation. Fox Township and/or its designee may implement any other action deemed necessary to protect the health and welfare of the public, employees or the facility. Fox Township, or its designee, is authorized to deny anyone the use of the Community Building if they believe that the party requesting use of the building would be inappropriate or cause damage to the facility. Fox Township reserves the right to deny use of the Building to any group or individual that violates the law, is disorderly or violates the conditions of this policy.

CANCELLATIONS

Fox Township reserves the right to make cancellations at any time. Cancellation notices will be issued as far in advance as possible. All reservations/damage deposits and usage fees will be returned in full if cancellation is initiated by the Township. Cancellation may be initiated by the party making reservation up to thirty (30) days prior to scheduled use without liability. Cancellation made within 30 days of the scheduled use will result in forfeiture of reservation/damage deposit.

REQUIRED SIGNATURE

I have read all of the rental policy information and agree to comply with my signature below. I understand that my security deposit may be forfeited or I may be billed for any additional expenses should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Signature: _____

Date: _____