



Recreation Center Rental Agreement

797 E. Ashland Avenue Folcroft, PA 19032
610-522-1305 www.folcroftborough.com

Applicant Name: _____

Company/Organization: _____

Street Address: _____ City: _____ State: ____ Zip: ____

Phone: _____ E-mail Address: _____

Date (s) Requested: _____

Rental Start Time: _____ Rental End Time: _____
(Including set-up) (Including clean-up)

Facility Room Requested:

☐ Multi-Purpose Room	☐ Gymnasium	☐ Elmwood Ave Gymnasium
☐ Montgomery Park	☐ Llanwellyn Gardens Park	☐

Agreement and Payment Schedule

- Rental Agreement must be completed, security deposit and half of the rental fee must be given before the event is placed on calendar. Balance of event fee required at least 2 weeks before the event.
- A \$1,000,000 Insurance policy listing the Borough of Folcroft as an additional insured is required at least 2 weeks before the event.
- All events must be over by 10:00 pm, this does not include the 1 hour break down.
- There is nothing to be placed on the walls (tapes, hanging strips or nails).
- Glitter or confetti is prohibited and could automatically result in your security deposit not being refunded.
- Maximum number of people for the gym is ____ and maximum number of people for Multi-purpose room is ____, borough gym is ____, failure to adhere to this may result in your event being immediately shut down
- If alcohol is to be served, there must be a bartender serving the drinks.

Recreation Center Use Only

Approved by: _____ Date: _____
Rental Rate _____ Total Hours: _____ Total Amount: _____
Deposit Amount: _____ Due On: _____ Received: _____
Final Payment: _____ Due On: _____ Received: _____

Recreation Center Room/Gym Rental

Community Member	Rental Space	Length of Rental	Cost of Rental due 30 days prior to event	Extra Hours
Resident	E Center Gym	6 Hours	\$1,000.00	\$100.00
Non Resident	E Center Gym	6 Hours	\$1,250.00	\$100.00
Resident	Multi-Purpose room	4 Hours	\$ 400.00	\$ 50.00
Non Resident	Multi-purpose room	4 Hours	\$ 550.00	\$ 50.00
Resident	Old Gym	4 Hours	\$ 400.00	\$ 50.00
Non Resident	Old Gym	4 Hours	\$ 550.00	\$ 50.00

RESERVATION DEPOSIT

This application shall be accompanied by a Reservation Deposit, in the form of a check, money order or credit card payment for \$100.00. We do not accept cash payments. The reservation deposit will be refunded if the application is withdrawn by the RENTER before the Borough approves the application. In instances where the Application is approved, and the RENTER cancels the event the Borough retains the reservation deposit. If the event is held the reservation deposit is credited towards the final rental fee amount.

FINAL PAYMENT PROCESS

The balance of the rental fee must be paid and received by the Borough at least thirty (30) days prior to the date of the use of the rental facility by the RENTER. If payment in full is not received by such time the Borough shall be free to rent the premises to another party. All payments must be made by check, money order or credit card online. We do not accept cash payments.

RECURRING USE: Any request to use the building on terms that do not fit within the foregoing hours, such as a request to use the building on a recurring basis, shall require the approval of the Borough Council. Said RENTER must submit a written detailed description of the proposed dates and hours during which the RENTER desires to use the building and the proposed use of the building. Such a written request must be submitted to the Event Coordinator at least sixty (60) days prior to the intended use.

Set-up/breakdown of an event may take place in the one (1) hour immediately preceding the event and one (1) hour after the reserved time. During the setup and breakdown time all music, food, and entertainment must cease. Persons not participating in the set-up and/or breakdown must vacate the premises.

SECURITY DEPOSIT

In addition to the above rental fee, RENTER shall deposit with the Borough the sum of \$ (\$250 resident/\$500 non-resident) as a security deposit at least FOURTEEN DAYS (14) prior to the event. The Security Deposit must be made in the form of a check or money order or credit card online. The Borough will not accept personal checks or cash. The Security Deposit is refundable, subject to the adherence of the terms of this Contract and inspection showing that there is no damage to the premises or trash and recycling has been collected and stored in the Borough approved containers. After the RENTER has vacated, leaving the premises vacant, the Borough may use the Security Deposit for any unusual Damage to the premises, or to remedy any violations of the terms and conditions of the Contract.

RENTAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the RENTER

1. **CONDITION OF THE PROPERTY.** It is the responsibility of the RENTER to clean and leave the Premises in the condition they found it. Failure to do so may result in the loss of the security deposit. The Premises must be returned to its original condition no later than one (1) hour after the conclusion of your event. RENTER shall be responsible for any damages to the premises property and any trash not placed in approved containers.

Any damages caused to Borough property shall be the responsibility of the user. The Security Deposit will be used in the first instance to pay for repairs and restoration of the damaged property. If the Security Deposit is insufficient to cover all repair costs, the RENTER and/or their insurance provider will be required to pay all additional costs - covering the full indemnification agreed to by the RENTER.

2. **PURPOSE AND SCOPE OF RENTAL.** All participants occupying the Premises must limit their use of the facility exclusively to the agreed purpose as set forth above. Use of the Borough facilities shall be restricted to the activity described in this completed Application.

3. **PERSONAL PROPERTY.** The RENTER shall be responsible for the removal of the RENTER's property from the Borough facility at the conclusion of their event unless other arrangements are made with the Event Coordinator or in his absence the Borough Manager's Office before the event. The Borough shall not be responsible for missing or stolen articles.

4. **CURFEW.** All nighttime activities must be complete by 10:00 PM and all entertainment must cease 15 minutes before 10:00 PM. All guests must vacate the property by 10:00 PM. The RENTER has one (1) hour to clean up and must vacate premises by 11:00 PM.

5. **DECORATIONS.** All decorations must be removed BEFORE the expiration of the RENTAL PERIOD. Staples, nails, or other penetrating devices are prohibited.

CONFETTI AND GLITTER IS NOT AUTHORIZED AT ALL. FIREWORKS ARE PROHIBITED

6. **REMOVAL OF ALL TRASH.** All trash must be bagged in heavy-duty trash bags, sealed, and placed in the approved location

7. **PROPER DISPOSAL OF ALL FOOD AND/OR DRINKS.** All food and drink must be removed from the area. Leftover ice cannot be dumped into the gardens, landscaped areas, driveways, parking lot,

8. **CLEANING.** The area and the tables must be clean and free of debris.

9. **ALCOHOL. NO ALCOHOLIC BEVERAGES SHALL BE SERVED TO OR USED IN ANY WAY BY ANY PERSON UNDER THE AGE OF 21.** Any violation of this prohibition will result in immediate forfeiture by the RENTER of all permits, rights, and rental payments in regard to the use of the Building and result in immediate expulsion of all guests from the premises. RENTER is responsible for any and all necessary permits from the Pennsylvania State Liquor Control Board.

10. **CONDUCT OF GUESTS.** Disorderly conduct of any kind is prohibited. Violators will be ejected from the grounds. The RENTER is responsible for the conduct of all guests.

11. **PARKING.** The RENTER is responsible for the proper parking of automobiles. RENTER and all guests must obey all NO PARKING SIGNS and Borough parking regulations. Parking on grassy surfaces and sidewalks is prohibited.

12 LIABILITY INSURANCE REQUIREMENTS AND INDEMNIFICATION. A Certificate of Insurance must be presented to the Borough of Folcroft at least fourteen (14) days prior to the event. The Borough will review the certificate and confirm it satisfies our requirements. If the insurance coverage is inadequate or the proof, if proper insurance is not received the Borough, may cancel the event. Contractor shall maintain insurance issued by an insurance carrier satisfactory to the Municipality, authorized to conduct business in the Commonwealth of Pennsylvania, and rated at least B+ by A.M. Best Company to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage.

A. INSURANCE FOR NON-CATERED EVENTS WITH FOOD

Individuals or organizations must provide proof of General Liability and Liquor Law Liability Insurance with a minimum coverage of One Million Dollars (\$1,000,000.00) suitable to the Borough. The Borough must be named as an additional insured on the policies for the event.

B. INSURANCE FOR CATERED EVENTS WITH FOOD

Where a commercial catering service or company is to cater an event, the Applicant must also ensure that said caterer provides proof of General Liability and Liquor Law Liability Insurance to the Borough with minimum coverage of One Million Dollars (\$1,000,00.00) suitable to the Borough. The Borough must be named as additional insured on the policies for the event.

C. INSURANCE FOR EVENTS WITH NO FOOD

Individuals or organizations must provide proof of General Liability with minimum coverages of One Million Dollars (\$1,000,000.00) suitable to the Borough. The Borough must be named as an additional insured on the policies for the event.

SECURITY DEPOSIT IS FORFEITED FOR ANY VIOLATIONS OF THE RENTAL TERMS AND CONDITIONS.

I have read the attached Rules and Regulations for the use of this Borough Facility, and the information outlined in this Application/Contract for the use of the Borough Hall facilities. I fully agree to comply with them in their entirety.

Signature of RENTER: _____

Date: _____

INDEMNIFICATION AND WAIVER OF LIABILITY

NOTICE - BY SIGNING THIS SECTION, YOU MAY GIVE UP LEGAL RIGHTS AND ARE AGREEING TO BE LEGALLY BOUND TO DEFEND THE BOROUGH AND PAY THE COSTS OF ANY INCIDENTS RELATED TO YOUR EVENT.

In consideration of the use of the leased premises and other good and valuable consideration which the RENTER hereby acknowledges, the RENTER for itself and all persons using or occupying the rented premises under the authority of this Contract does hereby:

(a) Waive, release, and discharge the Borough of Folcroft, its officers, officials, agents, servants, and employees from any and all claims, damages, causes of actions, and suits whatsoever arising out of or in any way connected with the use, misuse or occupancy of the rented premises including but not limited to any negligence of the Borough of Folcroft, its officers, agents, servants or employees or to any condition, facility or equipment in or on the Premises.

(b) Promise to indemnify, defend, and hold harmless the Borough of Folcroft, its officers, officials, agents, servants, and employees from any and all claims, damages, causes of actions, and suits whatsoever, by any person whatsoever, arising out of or in any way connected with the use, misuse or occupancy of the leased or the rented premises or the activities of the RENTER and all persons using or occupying the rented premises under the Contract or in any way connected with any negligence of the Borough of Folcroft, its officers, agents, servants or employees or to any condition, facility or equipment in or on the rented premises.

Signature of RENTER: _____

Date: _____

Recreation Center Rules and Regulations

- Only persons aged twenty-one (21) and older are eligible to contract for the use of the Recreation Center Facilities.
- Events with vendors must supply a Certificate of Insurance before approval will be granted.
- Reservations are not considered complete until all parties sign the rental contract, pay the refundable deposit, and receive approval from the Recreation Department.
- The application or receipt indicates which room has been scheduled for your use; please check this information for accuracy. Activity and use of the property shall be limited to the designated area listed on the application except for the use of the bathrooms closest to the rental space.
- The timeframe listed on your application must include set-up and clean-up time.
- Balances must be paid 30 days prior to the rental date. Unpaid reservations may be forfeited.
- No cooking allowed on site. Reheating only in the oven, microwave or sterno.
- Sink can be used DO NOT POUR ANYTHING DOWN THE DRAIN.
- Refrigerator use is allowed and all items must be removed at the end of the event.
- Soliciting, recruiting and loitering are prohibited in any non-rented facilities.
- Use of profane language, illegal drugs, firearms, chewing tobacco, smoking, vaping, open flames, and exotic entertainment are prohibited.
- Unless prior arrangements have been made with the Recreation Department, storage of items is not permitted before or after the event.
- No tape, nails, tacks, staples. Glitter and confetti are strictly forbidden.
- Food and drinks are permitted in designated areas only.
- Children must be supervised at all times and remain in the rented area. There must be one responsible adult present for every 12 people under age 18.
- All patrons are expected to respect the facility and the rights of the individuals. Any user who engages in disorderly conduct, including but not limited to, verbal or physical abuse of an employee or any other guest is subject to immediate removal from the facility without refund.
- On the day of the event, should your function be closed down due to abuse of policies and procedures no monies will be refunded.

Signature of applicant

Date