

Tunkhannock Public Library (TPL)
220 West Tioga Street
Tunkhannock, PA 18657
AmyB@tunklibrary.com
570-836-1677; 570-362-4023

TPL Pavilion Rental Agreement

Date Application Submitted: _____ Date Application Approved: _____

INDIVIDUAL/ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER: _____ CELL: _____

EMAIL: _____

RENTAL DAY/DATE: _____

_____ FULL DAY – Indicate time requested (maximum eight (8) hours)

START TIME: _____ END TIME: _____

_____ HALF DAY – Indicate time requested (maximum four (4) hours)

START TIME: _____ END TIME: _____

_____ TWO-HOUR – Indicate time requested (maximum two (2) hours)

START TIME: _____ END TIME: _____

TYPE of EVENT: _____ NUMBER of INVITED GUESTS: _____

(TPL reserves the right to limit the maximum number of guests for each event)

RENTAL RATE and ADDITIONAL FEES

FULL DAY (8 HOURS) - \$400.00
HALF DAY (4 HOURS) - \$150.00
TWO-HOUR - \$75.00

* a 2% discount is available for a TPL card holder who is in good standing.

FEES Due Before Rental Date

\$ _____ Pavilion Rental Reservations Deposit: A NON-REFUNDABLE deposit of 50% of the total rental fee is required forty-five (45) days in advance to reserve the pavilion.

\$ _____ Date Received: _____ Type of Payment: _____.

\$ _____ Additional Fees Total (in applicable).

\$ _____ Storage Fee – Storage for the night prior to the event will be \$50.00. TPL is not responsible for providing security or for any damages to or loss of items/property stored at the pavilion or other area on TPL property prior to the event. If renter wishes to contract with a security company to monitor items, TPL reserves the right to approve the security company to be used.

\$ _____ Time Overage Fee – at TPL’s sole discretion, with prior approval before the event, use of the pavilion beyond the event end time may be granted at the rate of \$50.00 for each thirty (30) minutes the event extends past the event end time.

\$ _____ Other.

\$ _____ Pavilion Rental FINAL Payment – The rental balance and additional fees must be paid by fourteen (14) days in advance of rental date.

\$ _____ Date Received: _____ Type of Payment: _____.

POSSIBLE FEES DUE After RENTAL DATE, if applicable.

\$ _____ Fee for Time Overage **Not** previously arranged shall be assessed at the rate of \$125.00 per hour. Each additional hour is billed as a whole hour regardless of actual minutes used.

FACILITY/PROPERTY/ITEM DAMAGE REPAIR and/or CLEANING FEE.

*** Credit Card information must be provided and will be held on file in a secure, confidential location. Credit card will only to be charged in the event that any Items/Facility/Property are damaged or need for additional cleaning as a result of the rental. CHARGES shall be assessed for actual or estimated repairs and/or cleaning costs to restore venue, grounds, equipment, or other TPL property to the same condition as prior to the renter's use. The renter will be notified before any charges are made. Credit Card information will be shredded if not needed or when the damage charge balance is paid in full. ***

NAME on CREDIT CARD: _____

CREDIT CARD NUMBER: _____

EXP. DATE: _____ CVV: _____

Zip code for card: _____

INSURANCE

If Alcoholic Beverages are to be present/provided/served during the event, a current Liquor Liability Insurance Certificate, with a RAMP-certified Bartender, and with no less than \$500,000 in liability coverage naming TPL as "additional insured", must be submitted with the Pavilion Rental's Final Payment. All guests and other persons present must be 21 years of age to possess, consume, or serve alcohol. **The sale of alcohol is prohibited.** Alcohol will stop being served one hour in advance of the stated closing of the rental. All alcohol must be served from a can or plastic container, no glass bottles or containers. <https://www.tcginsurance.com/>

Date Received by TPL: _____.

EVENT PLANNER

Should the renter engage the services of an event planner, the event planner contact information must be provided to TPL at least ten (10) days in advance of the event.

CANCELLATIONS

The renter(s) recognizes that the foregoing cancellation policy is not intended to be punitive. It is intended to reflect TPL's reliance upon the renter by foregoing actual or potential business opportunities in reserving the venue for other possible renter(s), and a diminished opportunity to rent the venue within thirty (30) days or less prior to an event date.

PAYMENTS

All payments shall be made using one or more of the following methods of payment: credit card, cash, personal check, or cashier's check. Checks shall be made payable to "Tunkhannock Public Library". Any form of payment for the deposit must have been successfully processed before the final approval of the rental agreement. Any personal check returned for insufficient funds is subject to a \$30.00 returned check fee. Total rental agreement fees must be paid thirty (14) days prior to the event date.

FIREARMS

Firearms of any kind, or other form of weapon, are prohibited and shall not be brought to or carried upon TPL premises.

SMOKING/PETS

There is no smoking, tobacco products, or pets of any kind permitted anywhere upon the TPL premises.

CLEAN UP

Renter is responsible to see that all food and beverage debris, decorations, paper supplies and other trash is, and must be, picked up. It is required to be securely bagged and placed in the TPL trash dumpster located near the pavilion. The pavilion, including the grounds, must be left in an orderly condition. All clean up and closing tasks should be completed by the end of the Event. Failure to complete any of these tasks will result in an additional fee for the costs of further clean-up. TPL is not responsible for any items left behind by renter or its guests.

INSPECTION & LIABILITY

TPL will not be responsible for injury or death to the renter's guests, invitees, licensees, members, personnel, equipment, properties or loss or damage to equipment or personal property. Renter assumes all responsibility when signing this Agreement. TPL reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of renter or renter's guests or invitees brought to the pavilion, or (2) any injury to renter or renter's guests, invitees, licensees or personnel while at the event. The renter shall be responsible for the conduct of ALL persons attending their event and ensure that ALL persons act in an orderly, responsible, and safe manner at all times while upon TPL property.

RENTER HEREBY INDEMNIFIES, DEFENDS AND HOLDS TPL HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY AND ALL INDIVIDUALS, INCLUDING GUESTS OF RENTER, ARISING OUT OF ANY SUCH EVENT.

ACCIDENTS OR INJURIES MUST BE REPORTED IN WRITING TO TPL WITHIN 24 HOURS.

RENTER AGREES THAT AS AN ESSENTIAL TERM OF THIS AGREEMENT, RENTER, ON BEHALF OF HIMSELF/HERSELF/THEMSELVES AND HIS/HER/THEIR GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES - AGREES TO INDEMNIFY AND HOLD HARMLESS TPL AND ITS BOARD MEMBERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH, OR RELATED TO, RENTAL OF THE PAVILION, EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY THE NEGLIGENCE OF TPL.

THERE SHALL BE NO ILLEGAL ACTIVITIES OR ILLEGAL SUBSTANCES PERMITTED UPON TPL PROPERTY.

SEVERABILITY

In case of one or more of the provisions, or portions of the provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable, in any respect the validity, legality enforceability of the remaining provisions, or portions contained herein shall not be in any way affected or impaired thereby.

MODIFICATIONS

No alterations or other modifications of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

OPPORTUNITY TO REVIEW

By executing this Agreement, the undersigned parties warrant, confirm and represent that they have had an ample opportunity to review these terms and conditions, and have been presented with a copy of these Terms and Conditions, and after such review, or opportunity to review, have read and fully understood all.

MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created by this Agreement are performable in Wyoming County. If this Agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents and warrants to TPL that he/she/they has the authority to bind such entity, and that such party will be personally liable for the faithful performance of this contract. This Agreement constitutes the sole, and only agreement, of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Agreement, and duly executed by the parties herein.

RENTER AGREES BY HIS/HER/THEIR SIGNATURE ON THE FACE HEREOF THAT HE/SHE/THEY HAS READ, AND IS AWARE OF, THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY FOR COMPLIANCE HEREIN.

SIGNATURE PAGE

In Witness Whereof, the parties hereto, intending to be legally bound, have caused this Rental Agreement including Terms and Conditions to be duly executed as of the day and year first herein above written.

For TPL

Signature: _____ Date: _____

Print: _____

For Renter

Organization, if applicable: _____

Signature: _____ Date: _____

Print: _____

and/or

Signature: _____ Date: _____

Print: _____