

FOREST CITY BOROUGH
RESOLUTION NO. 8-2021

A RESOLUTION OF THE BOROUGH OF FOREST CITY, COUNTY OF SUSQUEHANNA, COMMONWEALTH OF PENNSYLVANIA, ADOPTING A PENTECOST HALL RENTAL AGREEMENT (EXHIBIT A) AND SETTING A FEE SCHEDULE (EXHIBIT B) TO COVER THE COST FOR THE FACILITY RENTAL

WHEREAS, the Borough of Forest City hereby approves a Rental Agreement (Exhibit A) for the future rental of Pentecost Hall for community purposes; and

WHEREAS, the Forest City Borough wishes to set a fee schedule (Exhibit B) to be incorporated into the aforesaid rental agreement. Said Fee Schedule may be open to review and change in subsequent years as needed.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of Forest City Borough, Commonwealth of Pennsylvania, that the following fee schedule shall be incorporated into the Rental Agreement for the future rental of Pentecost Hall. See Exhibit "B" attached.

FURTHER RESOLVED that cleaning refund will be returned to the renter if Pentecost Hall is fully cleaned, all trash is removed, and is in satisfactory condition to the Borough, and at the sole discretion of the Borough, at the end of the subject event.

FURTHER RESOLVED that Pentecost Hall may be rented for additional time, at the rate of One Hundred Dollars (\$100.00) per hour. No cleaning refund will apply for additional hours.

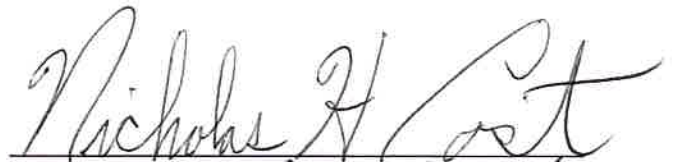
ADOPTED the 6th day of December, 2021 by the Council of the Borough of Forest City, Susquehanna County, Pennsylvania, in lawful session duly assembled.

I, Sharon M. Vannan, Secretary, hereby certify that this Resolution was adopted by the Borough of Forest City at a regular meeting the 6th day of December, 2021 by the Council duly assembled pursuant to all required notices.

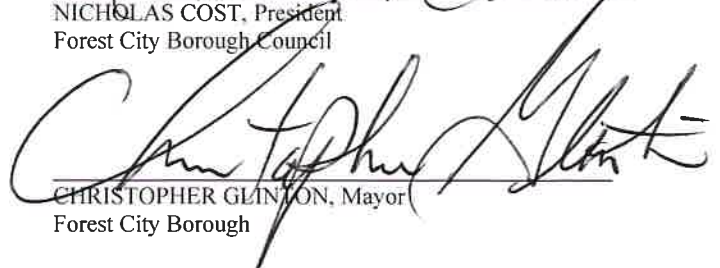
ATTEST:



SHARON M. VANNAN
Secretary/Treasurer



NICHOLAS COST, President
Forest City Borough Council



CHRISTOPHER GLINTON, Mayor
Forest City Borough

EXHIBIT "A"

PENTECOST HALL RENTAL AGREEMENT

DATE: _____

RENTER'S NAME: _____

EVENT DATE: _____

EVENT TIME: _____

PURPOSE OF EVENT: _____

SUPERVISING ADULT: _____

RENTAL FEE: _____

DEPOSIT PAID: _____

DATE PAID: _____

BALANCE DUE: _____

DATE DUE: _____

RENTER'S SIGNATURE

BOROUGH REPRESENTATIVE'S SIGNATURE

VENUE RENTAL AGREEMENT FOR WILLIAM PENTECOST HALL

THIS VENUE RENTAL AGREEMENT (this "Agreement") is dated this _____ day of _____, 20____ ("Effective Date") and is between FOREST CITY BOROUGH, a municipal organization, with a mailing address of 535 Main Street, Forest City, Commonwealth of Pennsylvania (hereinafter the "Borough") and _____, with a mailing address of _____ (hereinafter the "Renter"). Borough and Renter are hereinafter collectively referred to as the "Parties".

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Pertinent Terms:

- (a) Venue: Pursuant to Section 1202(28) (ii) of the Borough Code, the Borough is permitted to lease land of buildings, within the Borough limits, for community purposes. As such, the Borough leases the third (3rd) floor of Pentecost Hall, located at 535 Main Street, Forest City, Commonwealth of Pennsylvania (hereinafter the "Venue") as a Venue for use by members of the community.

Included with the Venue are the following:

1. 8 Round Tables/Chair/Round Cake Table
2. 4 Recreation Tables/Chairs
3. Use of Third Floor including ball room, kitchen with refrigerator and microwave
4. Anything else, is the responsibility of the Renter.

- (b) Contact Information:

Renter contact Name: _____
Phone Number: _____
Address: _____
Email Address: _____

Event Details:

Event Date: _____

Start time of Event: _____

Earliest time set-up may begin: _____

End time of Event: _____

(a) Type of Event: _____

(b) Name of Event (for signage purposes): _____

(c) Anticipated Number of Guests: _____

Renter shall update Borough not less than two weeks before the Date of Event of the final anticipated guest count. (Hall holds a total of 120 people)* includes Band/DJ, catering, bar tenders – must be included in total number of people

(d) Will Alcohol be Served:¹

_____ No Alcohol

_____ Beer and Wine Only

_____ Beer, Wine and Spirits

Clean-Up: Event must be concluded (including departure of all guests other than Renter/clean-up crew) by End Time noted above. Over-time fees will apply if Event runs later than the stated End Time. Renter is responsible for cleanup of the Venue, including removal of all debris and garbage.

¹ All service of alcohol must be in accordance with the laws of the Commonwealth of Pennsylvania. Service of alcohol to minors and/or to any intoxicated person will be promptly referred to law enforcement for prosecution.

Fee:

- (a) The fee for rental of the Venue will be _____
- (b) Deposits – Renter shall pay a Deposit in the amount of \$ _____
By no later than _____
Second deposit (amount and due date, if any): _____
Third deposit (amount and due date, if any): _____
- (c) Fee for Officer in Charge

The Total Fee is due on or before _____ and is payable to Borough by check or cash

The Total Fee specified above does not include any Over-Time Fees, or damages caused to the Venue. If the Total Fee is not paid on or before the due date specified immediately above, the Event will be deemed cancelled, and the total deposit amount previously paid will be deemed forfeited to Owner, as compensation for Owner's damages and lost business opportunities.

Waiver: Renter on behalf of itself and its respective officers, directors, managers, members, partners, shareholders, employees, representatives, contractors or agents (hereinafter the "Renter's Related Parties"), as applicable, hereby waives, releases, forgives, and forever discharges the Borough (as hereinafter defined) from and against any and all claims, basis for claims, suits, actions, causes of action, liabilities, complaints, judgments, or any other loss or harm of any nature whatsoever, (including without limitation, attorney's fees), known or unknown, foreseen or unforeseen, asserted or unasserted, contingent or otherwise (collectively, "Claims" or individually, a "Claim"), that Renter has or may have against any or all of the Released Parties arising directly or indirectly from Renter's rental of an/or activities upon the Property or otherwise. For the purposes of this Section of this Agreement, the "Borough" of forest city, its successors, assigns, subsidiaries, affiliates, supervisors, representatives, employees, attorneys and agents.

Indemnification: Renter hereby agrees to defend (if Borough so requests), indemnify and hold the Borough harmless from and against any and all Claims arising, directly or indirectly, from Renter's activities on the Property or otherwise and/or any action or omission of Renter on the Property. If Borough so requests, Renter shall defend any Claim against which Borough is indemnified by Renter, at the expense of Renter, through counsel reasonably satisfactory to the Borough. In such case, Renter agrees that the Borough may, at this/her/its/their option, jointly participate in such defense at his/her/its/their own expense. The Borough shall advise Renter of the commencement on any Claim which may result in a claim for indemnification hereunder; provided, however, that no delay in advising Renter of the commencement of such Claim shall affect Renter's obligations hereunder unless such delay materially prejudices Renter in connection with such Claim. Renter agrees to cooperate fully in the conduct of any such Claim and in the negotiation or settlement thereof, but no Claim for which indemnification is sought shall be comprised or settled without the prior written consent of the Borough. The Parties acknowledge and agree that this Section shall be void to the extent that it impairs or voids any insurance coverage

available to cover the Claim in question and to provide Borough with the benefit of such insurance coverage and/or void any immunity afforded to the Borough by the laws of the Commonwealth of Pennsylvania.

Insurance: Renter shall procure and maintain in force, at Renter's sole cost and expense, such insurance as is customarily maintained by a person or entity that occupies and performs the work that Renter will perform on the Property to cover Renter's and Renter's Related Parties' activities on the Property and/or any other action or omission of Renter and/or any of Renter's Related Party while present on the Property, including, without limitation, (a) such insurance as is reasonably necessary to protect the Borough from liability arising from or incident to Renter's activities on the Property and/or any other action or omission of Renter and or Renter's Related Party while preset on the Property; and (b) such insurance as is required under applicable law. Simultaneously with the execution and delivery of this Agreement, Renter shall furnish to Borough certificates of insurance evidencing the insurance coverage required under this Section. Renter shall promptly notify Borough of any cancellation, reduction, or other material alteration in the amount or scope of the insurance coverage required under this Section.

Cancellation: Renter may cancel this Agreement on or before _____ ("Cancellation Deadline"). If Renter cancels before the Cancellation Deadline, the total Fee paid shall be refundable. If Renter cancels before the Cancellation Deadline, the Deposits previously paid are _____ refundable _____ non-refundable. If Renter cancel this Agreement after the Cancellation Deadline, the following shall occur with respect to the Total Fees and Deposits:

Any cancellation of this Agreement shall be in writing and provided to Owner at the address listed above. And forfeiture to Owner of Total Fees or Deposits is not intended as a penalty but rather is intended to compensate Owner for damages and lost business opportunities. Which damages and lost opportunities would be difficult or impossible to calculate on the date hereof.

Other Terms and Provisions: This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendment to this Agreement shall be in writing and signed by the parties. If any term or provision of this Agreement is deemed by a court of law to be unenforceable or void, such provision shall be served from this Agreement, and such finding shall not impact the remaining terms and provision herein. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Venue is located.

Additional Terms and Conditions: _____

IN WINESS WHEREOF, and intending to be legally bound hereby, the undersigned execute this Agreement as of the Effective Date:

Borough of Forest City:

By: _____

Name: _____

Renter:

By: _____

Name: _____

SEE ADDITIONAL REGULATIONS ON PAGE 6. ANY VIOLATION OF THE ADDITIONAL REGULATIONS WILL BE A BREACH OF THE AGREEMENT AND ENTITLE THE RENTER TO A LOSS OF THE DEPOSIT AND ADDITIONAL FEES AND EXPENSES.

ADDITIONAL REGULATIONS

1. Renter must be 21+ years old.
2. No Smoking in Borough Building or in bathrooms
3. No decorations or tape of any kind on chandeliers, ceiling or walls
4. Balloons can be tied to chairs, or in centerpieces.
5. Food handlers – must wear netting to cover hair, or beards.
6. Hall must be cleaned up, the night of event.
7. Any damage, will be the Renters responsibility.

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EXHIBIT "B"

Effective 12/6/2021

TOTAL PEOPLE	TOTAL TIME	COST	CLEANING REFUND
Up to 50	3 hours	\$200.00	\$20.00
51 to 80	4 hours	\$300.00	\$30.00
81 to 120	5 hours	\$500.00	\$50.00

Additional time, at the rate of One Hundred Dollars (\$100.00) per hour. No cleaning refund will apply for additional hours.