

Borough of Wilson
Community Center Rental Agreement

NO Fee
Waived
by Council

Renter Name: Sonia Henley - Jr Cheering Banquet
Renter Address: 429 S 21st St

Email address: _____
Contact number: 610-252-6932 Alt. Number: _____

Proof of Identification: _____

The only acceptable form of Identification for purposes of renting the Community Center is a valid State Driver's License or State-issued Identification. This Identification must show the Renter's correct home address as well.

Photo ID copied and Attached to Agreement

Date(s) of Event: 3/29/19 Type of Event Banquet

Check-in Date/time: 5:30pm Check-out Date/ time: 9pm

Number of Guests max 200

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as "Renter" and The Borough of Wilson Community Center, for good and valuable consideration and for the mutual covenants and conditions herein contained. The Parties agree as follows:

Whereas, the rental cost and cleaning deposit for the date and time set out above is \$300.00. The Borough of Wilson Community Center does not charge or require any gratuity charge or tip.

The rental cost must be paid in one lump sum \$200.00. The full cost must be paid no less than thirty (30) days prior to the event, which date is 0/0/00. If payment is not received by the thirty (30) day period, your reservation and contract shall be automatically null and void without further Notice being required. Rentals are on a first come, first serve basis.

Whereas, in addition to the rental cost, if applicable, the Renter shall pay a refundable amount of \$100.00 as a Security/Damage Deposit, which must be paid in conjunction with the rental fee.

Whereas, The Borough of Wilson Community Center is not responsible for accidents or injuries to Renter, guests, visitors, or any other persons, or for the loss of money, valuables or personal property of any kind. Renter does hereby agree to release, acquit, and forever discharge the Borough of Wilson, The Community Center, their officers, affiliates, agents, servants, employees, personal representatives, successors and assigns, and any and all other persons, firms or corporations in privity with them, of and from any and all claims, demands, and causes of action, that Renter may have, have had, or ever have arising out of or by reason of the rental for the event.

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1. Occupancy:

Maximum occupancy for the Wilson Borough Community Center is not to exceed 200 persons. The total number of persons attending any event must be kept to or less than 200 persons in order to comply with fire and county/borough regulations. Any unauthorized use of these areas will result in forfeiture of a portion or all of the security/damage deposit.

2. Damages:

The Security/Damage Deposit is fully refundable if the event takes place and the facility is returned in the same condition as received. Any event damages are deducted from the Security/Damage Deposit.

Renter(s) is responsible for:

1. Any loss or damage incurred to the Premises by their helpers, hired staff, other service providers and their guests, if the security/damage deposit is not sufficient to cover them.
2. The conduct of their helpers, hired staff, other service providers and their guests, on
3. The premises during and following the event.
4. The proper handling of all equipment and furnishings.
5. Removal of trash to disposal bin.

The \$100.00 Security/Damage Deposit is not applied to the event fees. This Deposit shall be retained by The Borough of Wilson until the facility is inspected. If there is no loss or damage of the property and premises by Renter and/or their guests, the Security/Damage deposit can be picked in three (3) business days following the event. If there is loss or damage, Renter shall forfeit part or all of the Security/Damage Deposit at the discretion of The Wilson Borough Manager/Secretary. Renter shall be notified in writing of the loss or damage as well as the amount of the Deposit to be forfeited. Further, Renter shall be responsible for all losses or damages to the property, premises and/or furnishings caused by Renter, as well as their guests, visitors or any other persons, exceeding the amount of the \$100.00 Deposit. Renter will be billed by The Borough of Wilson. By renting the facilities, Renter assumes all risk and liability for any damage done to persons, property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$100.00 will result in Renter forfeiting any future use and/or rental of the facility, and may result in the commencement of legal proceedings to collect any sums owed for the same.

3. Payments:

The deposit, event fees and/or other fees may be paid in cash, personal check, money order and/or cashier's check. Payment made with a personal check must be paid at least thirty (30) days prior to the date of the event. Any personal check not honored by the bank may result in cancellation of the event, unless the deposit, rental fees, or other fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the Renter(s).

4. Cancellations:

If Renter cancels the event for any reason within fourteen (14) days prior to the event date, all Parties agree that a \$100.00 processing fee will be charged for cancelled reservations. Any remaining event fees, or other applicable fees, paid in advance, can be picked up by the renter at the Borough of Wilson Business Office within two (2) weeks of cancellation.

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If The Borough of Wilson, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents must cancel any event for any reason, that is not due to cancellation by Renter or Renter's non-payment or non-compliance with the terms and provisions of this Rental Agreement, a full refund shall be paid to Renter, which may be picked up at the Borough of Wilson Business Office.

5. Check-In and Check-Out Time:

Check-In and Check-Out times are strictly enforced in order to prepare The Borough of Wilson Community Center for other scheduled events. The Community Center can be opened as early as 9:00 a.m. and close as late as 11:00 p.m., however, you must clean up and be ready to leave the premises by 11:00 p.m. Once the Community Center is opened, the Renter must stay on the premises at ALL TIMES.

6. Use of Property:

The Renter is responsible for the set up of the facility prior to the event and after the event. The Community Center must be returned to the same condition as found.

All items brought in by Renter and/or their guests must be removed by Renter prior to check-out time. No property belonging to The Borough of Wilson Community Center shall be moved or taken outside by Renter or their guests; otherwise, Renter shall forfeit all or part of the \$100.00 deposit at the discretion of The Borough of Wilson. The Borough of Wilson, its officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

No pets are allowed on the property of The Borough of Wilson Community Center, with the exception of Service Animals as permitted by The Americans with Disabilities Act or other applicable law.

7. Noise Ordinance:

Loud activities should be kept to a minimum. Renters and Guests shall comply with the Wilson Borough Noise Ordinance.

8. Clean-up:

The renter is expected to return the Community Center to the same condition as received. The following general cleaning is required at the conclusion of the rental:

- a. Pick-up all trash both inside and outside of the building.
- b. Bag all trash and take to the dumpster.
- c. Put clean trash liners (bags) in trash cans.
- d. Wipe down all tables and countertops.
- e. Remove all decorations, balloons, and other party materials.
- f. Remove all food and other items from the kitchen and refrigerator that was brought by your group.
- g. Sweep and mop floors as needed.
- h. Put chairs and tables back as found.

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A cleaning checklist will be reviewed by a representative of The Borough of Wilson before the Renter leaves the premises.

9. Smoking:

No smoking is allowed anywhere on the property of The Borough of Wilson Community Center (including buildings, grounds, and parking lot). The Wilson Borough Community Center is a smoke-free facility. **This rule will be strictly enforced.**

10. Alcoholic Beverages/Illegal Drugs:

Alcoholic beverages and Illegal Drugs are not allowed anywhere on the property of The Borough of Wilson Community Center (including buildings, grounds, and parking lot). **This rule will be strictly enforced.**

11. Weapons/Firearms:

Weapons and/or firearms are prohibited from anywhere on the property of The Borough of Wilson Community Center (including buildings, grounds, and parking lot). **This rule will be strictly enforced.**

12. Decorations:

The following rules are applied and must be followed by all Renter(s):

1. No staples, thumb tacks, tape, or nails in furniture or on the walls.
2. No repainting of walls.
3. Surplus chairs and tables are to remain in the building or in the designated storage area, not exposed to the elements.

13. Miscellaneous:

The Borough of Wilson Community Center may not be used for any unlawful purposes. Renter is prohibited from charging admission, conducting raffles or auctions and/or sell of any articles.

The Borough of Wilson Community Center reserves the right to refuse to rent to any person(s) for any reason deemed necessary.

The Borough of Wilson Community Center cannot be sub-leased by Renter(s) for any reason.

Any changes to this Agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

By signing this Agreement, Renter acknowledges the amount of the fees to be paid to The Borough of Wilson Community Center, agrees to be responsible for payment in full in accordance with this Agreement, and agrees to comply with the terms and conditions of this Agreement.

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Deposit Return

Renter **Date:**

Wilson Borough Community Center Agent **Date:**

If you have any problems or issues while using the Community Center, please contact the Fire Department at 610-253-2035. You may also contact them if you would like the Center closed earlier than you stated on your application.