



INDEPENDENT PARK COMMUNITY CENTER RENTAL AGREEMENT

150 Independent Road
Breinigsville, PA 18031
610-395-4892 (phone) 610-395-9355 (fax)

**** STAFF ONLY****

Date Paid: _____
Cash/Check #: _____
Calendar: _____
Pmt Recorded: _____
Confirm. Sent: _____

RESERVATION INFORMATION:

Reservation Day/Dates: _____

Start Time: _____ End Time: _____ Resident or Non-Resident? _____

Occasion/Event: _____ Community Room Meeting Room

Layout (default setting if none specified): _____ #of People: _____

Special Instructions: _____

APPLICANT CONTACT INFORMATION:

Name: _____

Mailing Address: _____

Coordinator: _____ Cell Phone: _____

Email Address: _____ Organization/Co: _____

FOR ALCOHOL USE: IMPORTANT INFORMATION FOR YOUR CERTIFICATE OF INSURANCE

Applicant must carry general liability insurance which coverage shall be at least \$1,000,000 personal injury and/or death (Including alcohol liability), naming the Township, its elected officials, officers, appointees employees, agents, independent contractors, or assigns, as additional insured's. Evidence of said insurance shall be in the form of an Insurance Binder. **Your reservation is not complete until we receive your Insurance Binder.**

BYOB \$75 fee

RCVD \$75 fee

COMMUNITY ROOM (4 Hr. Min.)	Resident Rental Fee \$300.00. Non-Resident Rental Fee \$350.00	\$ _____
	PLUS Security Deposit \$200.00	\$ _____
	_____ Additional Hours at \$50/hour	\$ _____
	Corporate Package \$450.00 6hr min. plus Security Deposit \$250.00	\$ _____
	_____ Additional Hours \$75/hour	\$ _____

WEDDING PACKAGE	Resident Rental Fee \$700.00. Non-Resident Rental Fee \$750.00	\$ _____
	8 Hours split between two days at the Facility	
	PLUS Security Deposit \$200.00	\$ _____
	_____ Additional Hours at \$50/hour	\$ _____

MEETING ROOM (2 Hr. Min.)	Resident Rental Fee \$80.00. Non-Resident Rental Fee \$120.00	\$ _____
	PLUS Security Deposit \$100.00	\$ _____
	_____ Additional Hours at \$40/hour	\$ _____
	Corporate Package \$120.00	\$ _____
	PLUS Security Deposit \$100.00	\$ _____
	_____ Additional Hours \$40/hour	\$ _____

HOLIDAY FEE- If your reservation is on or considered a holiday there is a \$75 Fee in addition to Your rental fee and Security Deposit \$ _____

TOTAL PAYMENT- SECURITY DEPOSIT and RENTAL FEE due at time of application. Security Deposit refunded less any damage or additional time. **CASH/CH#** \$ _____
Your reservation is not finalized until payment is received.

FEES PAYABLE TO Upper Macungie Township, 8330 Schantz Road, Breinigsville, PA 18031.

This Agreement is contingent on a signed Liability Waiver and Release and subject to Upper Macungie Township's Terms, Conditions and Rules. Applicant is advised of our cancellation policy.

Applicant

Date

Township Official

Date

LIABILITY WAIVER
Independent Park Community Center

ALCOHOL POLICY: Special Use Permit needed

1. **The facility must be staffed when alcohol is being served. A notice of at least 14 days is required to make staffing arrangements.**
2. The applicant will exercise good judgment at all times, and provide supervision to ensure the safety of patrons and quests.
3. The applicant will attest, by signing below, to verifying the age (21 years or over) of persons consuming alcohol, will refuse serve the impaired or intoxicated and must also provide non-alcoholic beverages.
4. **Applicant must carry general liability insurance**, which coverage shall be at least \$1,000,000.00 personal injury and/or death (including alcohol liability), naming the Township, its elected officials, officers, appointees, employees, agents, independent contractors, or assigns, as additional insured's. Evidence of said insurance shall be in the form of an Insurance "Binder" which must be provided prior to Application being determined complete.
5. All alcohol and containers must be removed from the facility upon the conclusion of your event.
6. The presence of alcohol will be limited to the area reserved including the kitchen and common areas.
7. The applicant will indemnify and reimburse Upper Macungie Township for any loss to property, liability claims or fines resulting from the applicant's violation of local, state or federal laws.
8. Applicant agrees to exonerate, indemnify and save harmless the Township, its officers, appointees and employees, or other agents, independent contractors, or assigns, from any and all claims, actions, awards, verdicts or judgments, together with reasonable counsel fees, based upon or arising out of the allowance to providing of alcohol.
9. Upper Macungie Township reserves the right to further restrict this policy. *(The on-site staff will have the authority to enforce it as needed.)*

IF HAVING ALCOHOL

Signature of Applicant: _____ **Date:** _____

LIABILITY WAIVER and RELEASE: SIGNATURE NEEDED

I do hereby agree, for myself, my heirs, executors, administrators and assigns to forever remise, release, discharge, indemnify and hold harmless Upper Macungie Township, its directors, officers, members, supervisors, agents, employees and any other representatives related to the activities listed below, and their heirs, executors, administrators, and assigns from any and all known and unknown actions, causes of action, suits, debts, accounts, controversies, damages, claims, losses, demands and expenses (including court and arbitration costs), whatsoever, which I or my legal representative may have or acquire against Upper Macungie Township or its directors, officers, members, supervisors, agents, employees and any other representatives related to the activities listed below by reason of any loss resulting from bodily injury, sickness, disease or death, or from injury to or destruction of property, which may occur during, in connection with or by reason of my attendance, volunteered services, and/or participation in the activities listed below, including any injury, damage, or loss resulting from the negligence of Upper Macungie Township, its directors, officers, members, supervisors, agents, employees and any other representatives.

I agree that Upper Macungie Township shall have the right, at its discretion, to enforce rules of conduct and/or terminate my participation in the activities listed below for failure to act in conformance therewith, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony or interests of Upper Macungie Township, its residents, and the public at large.

Signature of Applicant: _____

Date: _____

Township Official: _____

Date: _____

RULES AND REGULATIONS

Independent Park Community Center

1. Applicants must be at least 21 years old to reserve this facility. Reservations can only be made 2 years in advance.
2. Applications must be completed on the forms provided for that purpose and submitted to the Upper Macungie Township office (UMT) at, 8330 Schantz Road, Breinigsville, Monday through Friday, 7:30AM to 4:00PM, at least thirty (30) days prior to the date of requested use. Requests received less than thirty (30) days prior to the event will be considered on a first come basis and availability. UMT Municipal Departments shall have prior right to schedule and use all facilities. If the facilities are to be used by a group or organization, the application shall be made in the name of the organization and signed by an officer or authorized representative thereof with one representative assigned to handle the rental.
3. Phone and email reservations or “holds” will be accepted. Rental Agreement and payment must be completed within five (5) working days of the “hold.” Companies have 30 days to make a payment (prior to event). Checks shall be made payable to “Upper Macungie Township” or “UMT.” **Payments made less than 14 days prior to the reservation must be in CASH.**
4. **NOTHING** is to be affixed to the walls in any way, including tape, thumbtacks, nails, etc. All tables must be protected from food and drink.
5. Smoking is permitted only at outside specified areas (not permitted on deck). No animals (except service animals) are permitted in the building. Vehicles must be kept on the paved areas and are prohibited from parking or driving on the grass.
6. All cancellations by the Applicant are required thirty (30) working days in advance to receive full credit. Cancellations between twenty nine (29) days to fourteen (14) days will receive fifty (50) percent refund. Cancellations within 2 weeks will not be refunded.
7. All Applicants shall assume all responsibility for damages, claims or liability of any kind arising out of, or by reason of, its use of the facilities and further agree to save and hold the Township, the Upper Macungie Township Supervisors, its employees, agents, sub-contractors and consultants harmless from any claims, liability, expense or cost in connection with the use of the facility.
8. Security Deposit Checks: All trash must be disposed of in trash receptacles by renter. Any damage to the facility and/or property including missing items will be deducted from the deposit. Additional fee of \$35 per hour will be deducted from the deposit if excessive cleaning is required. If the damages are in excess of the deposit, the renter will be billed. Any repair parts needed, will also be deducted from the deposit.
9. **The facility is available for rental between the hours of 8:00 AM through 11:00 PM** (times not negotiable). This includes tear down time for any entertainment, caterers’ cleanup, etc. NO admittance or deliveries before scheduled rental time (this applies to vendors, DJ’s, caterers and/or the party renting the facility).
10. An Applicant may not assign, sublet or transfer its right or privileges to any other individual, group or organization.
11. Applicants shall designate one individual to be responsible for the use of the facility during occupancy. The designated individual shall be present during the time the facility is being used. If it is necessary to replace the designated individual, the Applicant is for a use throughout the calendar year, it shall notify the Township immediately.
12. Rental rates may be increased for specific rentals if the township determines that additional work is of such magnitude or importance to warrant assignment of additional personnel or personnel during unscheduled periods. The rental agreement will so indicate and the renter shall be charged for additional salary, overhead and expenses incurred by the additionally assigned personnel. All prices and conditions are subject to change.
13. The Applicant’s right to use the facility shall expire automatically on the time and date stated on the application. Applicant cannot use the facility to store anything prior to the event and specified rental time.
14. In case of inclement weather, please check our “What’s New” section of our website <http://www.uppermac.org>.
15. In the event your event is planned outside, there is no guarantee the event can be moved inside due to inclement weather. Rescheduling events due to weather is at the availability of the facility and discretion of the manager acting on behalf of Upper Macungie Township.
16. The Township may revoke permission if, in its judgment, proper use is not being made, or the facility is not being used, or misinformation has been received from the Applicant for use of the facility. UMT reserves the right to revoke privileges from the person(s) from any future rentals.
17. Admittance to any rooms, other than those the renter has paid to rent, is prohibited, with the exception of the foyer and restrooms.
18. Heating Devices: The use of any food heating appliances is restricted to UL approved electric warming plates and Chafing dishes heated with either UL approved electric coils or approved heating devices such as “sterno” fuels, etc. Propane heating devices are prohibited. The use of propane or any unauthorized heating devices in Township facilities will result in expulsion and forfeiture of all fees and security deposit.
19. Children must be supervised at all times. No running on the deck, in the foyer or hallway. Teenage functions must be properly chaperoned by a minimum of 6 adult chaperones, to be present at all times.

****Violation of above rules will result in fines,
penalties or termination of event.****