



# Rental Agreement

**Kennett Area Senior Center**

427 S. Walnut St.

Kennett Square, PA 19348

Phone: 610-444-4819

E-mail: Sdamico@KennettSeniorCenter.org

<b>Business, Organization, or Individual Name:</b>		<b>Contact Daytime Phone:</b>	
<b>Street Address:</b>		<b>Contact Cell Phone:</b>	
<b>City, State, Zip:</b>		<b>Contact E-mail Address:</b>	
<b>Contact Name:</b>		<b>Event Description</b>	
<b>Date of Event:</b>		<b>Set Up Time:</b>  <b>Guest Arrival Time:</b> <b>Bldg. Departure Time:</b>  <b>Total Room Rental Time:</b>  <b>Total Kitchen Rental Time (Optional for Shade Hall Only):</b>	
<b>Room / Kitchen Use:</b>	<b>Shade Hall</b> – includes 2 main bathrooms, stage, coat hang up area  <b>Wendel Room</b> – includes 2 adjacent bathrooms and coat rack will be provided at the entry way	<b>No. of Guests:</b> (Shade Hall maximum 120 and 100 is recommended / Wendel Room: maximum 65 (classroom seating) and 50 for dining seating)	<b>Rental Fee:</b> <b>Shade Hall</b> - Minimum 4 hours rental @ \$150 per hour. <b>Wendel Room</b> – Minimum 2 hour rental @ \$75 per hour (due 2 weeks before the event)  <b>Security Deposit:</b> \$300 (due with return of rental agreement)  <b>Kitchen Rental fee is \$35 per hour</b>
<b>Table Type selection:</b> 94" long rectangular banquet tables are		<b>If a caterer is being used, name, address, e-mail and telephone number of the caterer:</b>	

<b>available for food/gifts Dining: 60" round (seats 6 to 8); OR 72 inch round tables (seats 8 to 10)</b>			
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**AGREEMENT TERMS**

The undersigned agrees that the terms set out below are the basis of an understanding between Kennett Area Senior Center (Herein referred to as KASC) and [Insert RENTER’S NAME] (herein referred to as RENTER) and are binding upon both parties. Accordingly, the undersigned agrees to the following:

**REFUNDABLE SECURITY DEPOSIT**

Upon execution and return of this Agreement, a security deposit of \$300 is due via cash or check made payable to Kennett Area Senior Center.

Provided there are no damages to the property, kitchen equipment (if renting the kitchen), or furnishings and provided you do not utilize your rented space beyond the time outlined in this Agreement, a check for the return of your deposit will be mailed to you within 5 business days after your event.

**PAYMENT & FEES**

The rental fee is \$150 per hour (Shade Hall has a minimum rental of 4 hours) or \$75 per hour (Wendel Room has a minimum rental of \$75 per hour). The rental fee is \$[insert] for use of the space for [insert total rental hours]. The full rental fee is due no later than 2 weeks before the event and may be paid via cash or check. Rental fees begin from the time of set up to the time of building departure.

**UNDERSTANDING OF SCOPE OF USE**

RENTER will be using the space to [insert use].

**DAYS/TIMES OF USE**

[Insert]

**BUILDING ACCESS AND DEPARTURE**

The Rental Assistant will arrive on day of use to open the building and will assist with any last minute set up needs. The Rental Assistant will remain in the building during the event. RENTER will be provided with a cell phone number for the Rental Assistant and is asked to call that individual with any needs and to notify him/her when you are ready to depart the building.

**SPACE TO BE UTILIZED**

If renting Shade Hall, the RENTER may utilize Shade Hall, the 2 main bathrooms, and the coat hanging area. If renting the Wendel Room, the RENTER may use the Wendel Room and the 2 adjacent restrooms. RENTER shall not utilize any other portions of the building.

**STORAGE**

No Items may be stored onsite prior to the set up time for the event or remain after the event has ended.

## **PARKING**

Guests may park in KASC's parking lot. There are 57 spaces available, including 10 accessible spaces.

## **TABLES & CHAIRS**

RENTER may utilize KASC's tables and chairs. Due to floor protection needs, RENTER may not move tables after set up. Should you discover a need during the event, please contact the Rental Assistant for assistance. KASC will provide room set up and breakdown of tables and chairs.

## **DAMAGE, BREAKAGE, MISUSE**

The undersigned is responsible for breakage, damage, or misuse of any property of KASC.

## **ROOM CAPACITY**

The maximum room capacity shall not be exceeded at any time during the event. The maximum capacity of Shade Hall is 120 and the maximum capacity of the Wendel Room is 65. See page 1 for recommended guest numbers, based on type of use.

## **MISCELLANEOUS PROVISIONS**

No tape (including painter's tape), staples, glue products, command strips, putty products, pushpins or tacks may be used on walls, woodwork, floor, trim, ceiling, or windows.

No activities using glue, dye, paint or other materials which may damage tables, chairs or floors may be undertaken during the rental.

All trash must be put in trash cans and the building must be vacated at the end of the rental period.

RENTER shall be responsible for returning the venue to the condition in which it was provided to them. All property belonging to RENTER's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period.

No smoke machines may be used and no confetti or loose glitter shall be distributed or used during the event.

KASC may provide rectangle tables (94" x 30") for food/gifts. Renter shall provide table cloths and any decorations which may be desired. Standard 105" long table cloths generally fit the tables. Seventy-two inch or 60" tables are available for guest seating. The 72" tables seat 8 to 10 individuals. The 60" tables seat 6 to 8 individuals.

Smoking is not permitted except outside the building. There is a cigarette receptacle outside the main doors. Please ask guests that smoke to use the receptacle.

## **ALCOHOLIC BEVERAGES**

Consumption of alcoholic beverages is permitted inside the building only. The undersigned is responsible for understanding and complying with all Pennsylvania statutes regarding the serving of alcohol to event attendees. Under no circumstances may alcohol be sold or attempted to be sold at any event held at KASC.

## **ELECTRONICS**

KASC does not provide rental or usage of any electronic equipment such as microphones, projectors, sound system etc. The use of such items is expressly not included in the room rental fee.

## **BINGO/SMALL GAMES OF CHANCE LEGAL COMPLIANCE**

If utilizing the facility for the conduct of Bingo or Small Games of Chance, the undersigned agrees that compliance with all Pennsylvania and Chester County regulations/statutes will be met. A Bingo and/or Small Games of Chance license (as applicable) will be presented to KASC no less than two weeks prior to the event. The use of KASC's Bingo equipment may be requested. The cost of such equipment rental is \$100 per event. KASC can provide RENTER with referral to a qualified Bingo Caller and the renting organization shall be responsible for arranging for and making payment directly to the Caller.

## **CERTIFICATE OF INSURANCE**

If a business or organization is renting, a certificate of insurance naming the "Kennett Area Senior Center, its officers, board, agents, employees and volunteers as additional insured" must be provided no less than two weeks before your event.

In all cases, if a caterer is being utilized, a certificate of insurance naming the "Kennett Area Senior Center, its officers, board, agents, employees and volunteers as additional insured", must be provided no less than two weeks before your event. Additional caterer requirements are below in the section entitled "USE OF CATERER".

## **OPTIONAL KITCHEN RENTAL – (Note: kitchen rental is available for Shade Hall Renters only)**

The kitchen is available to rent for a fee of \$35 per hour. It must be cleaned after the event and returned in the same condition as when the event began. No equipment may be removed. Any items missing or damaged will be deducted from the security deposit. Kitchen rental does not include the use of eating utensils and dish and glass ware. Use of the kitchen is only allowed when the renter has provided KASC with a current Food Protection Manager certificate for an individual who will be on site and supervising during all times of kitchen use. The certificate holder must at all times ensure that all Chester County Department of Health safety and sanitation standards are followed by all individuals using the kitchen, including proper securing of hair during kitchen use. The Food Protection Manager certificate must be provided to KASC no later than 14 days before the rental date. See "USE OF CATERER" section below for requirements of caterers.

If RENTER has not arranged and pre-paid the kitchen use fee, RENTER or its guests, vendors and/or caterer may not enter the kitchen for any reason.

## **USE OF CATERER**

If a caterer is utilized for RENTER's event and will be using KASC's kitchen, a certificate of insurance from the Caterer naming the "Kennett Area Senior Center, its officers, board, agents, employees and volunteers as additional insured", must be provided no less than two weeks before your event. Also, no less than two weeks prior to the event, the caterer must provide KASC with a copy of its Chester County PA License to Operate. If the caterer is licensed outside of Chester County, per Chester County Department of Health (CCDH) requirements, a temporary License will need to be obtained from CCDH and a copy provided to KASC.

## **NOTICE OF END OF AGREEMENT**

Either party may terminate this Agreement with written notice given as soon as possible and as far in advance of the date of use as possible. Notice of cancellation must be in writing. Should KASC be forced to cancel, all sums RENTER has paid will be refunded or if desired, applied to an alternative event date. Should RENTER cancel, up to the day before RENTER's event, with the exception of a \$50.00 processing fee, KASC will refund the sums you have paid.

## **INDEMNIFICATION**

KASC and the RENTER agree that the RENTER, its officers, directors, staff, employees & volunteers will undertake and be solely responsible for the conduct of RENTER's staff, volunteers, guests and any other party they permit in the building. RENTER

indemnifies and holds KASC, its officers, board, agents, employees and volunteers harmless from any and all damages or other costs, including reasonable attorney's fees, which result, in any manner from RENTER staff, volunteers, guests and any other party they permit in the building. This indemnification shall include claims for contracting or transmitting COVID 19 (including all variants) and shall be effective for the duration of this Agreement and for all times which RENTER staff, volunteers and guests are present at KASC.

**MORE THAN ONE CONTRACTING PARTY – JOINTLY AND SEVERALLY RESPONSIBLE**

In the event that there is more than one contracting party to this Agreement, then the contracting parties understand and agree that they are jointly and severally responsible for complying with the terms of this Agreement, including, but not limited to paying the contract price due under this Agreement. The undersigned further understand and agree that if he/she/they are executing this Agreement as a representative of a company or other organization, then they are also agreeing to be individually responsible for the contract price due under this Agreement.

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and other agreements, understandings, inducements and conditions whether expressed or implied, oral or written except as contained herein. This Agreement may not be modified or amended other than by an agreement in writing signed by authorized representatives of KASC and RENTER.

**BREACH**

In the event that the RENTER breaches any of the provisions of this Agreement, then RENTER agrees to pay all costs and expenses, including attorney's fees, incurred by KASC, in enforcing the terms of this contract.

**EXECUTION**

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**AGREEMENT TO SURVIVE**

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision hereof, and the remaining portions of this Agreement shall be construed to be valid and enforceable as if such invalid, illegal or unenforceable provision had never been contained herein.

Agrees on this \_\_\_\_\_ day of \_\_\_\_\_ AD 2023  
(month)

\_\_\_\_\_  
RENTER'S Authorized Representative Signature

\_\_\_\_\_  
RENTER'S Authorized Representative Signature

\_\_\_\_\_  
RENTER'S Authorized Representative's Name and Title (PRINT)

\_\_\_\_\_  
RENTER'S Authorized Signature Name and Title (PRINT)

\_\_\_\_\_  
Kennett Area Senior Center Executive Director

\_\_\_\_\_  
Date

Sample Agreement