

**CITY OF LANCASTER FACILITY**

**RENTAL AGREEMENT FOR NON-PERFORMANCE EVENTS**

**NOTE:** Whenever used in this agreement, the word “City” shall refer to the City of Lancaster, a city of the third class in Lancaster, Pennsylvania, and the term ‘Facility Manager’ shall refer to the management staff within the Department of Public Works deemed the authorized representative for the City.

**LESSEE:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE: Day** \_\_\_\_\_ **Evening** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

On this date \_\_\_\_\_, permission is hereby granted \_\_\_\_\_  
to use and occupy the \_\_\_\_\_ facility.

- 1. FACILITY USE:** The City agrees to the use of and access to the above noted premises by the LESSEE for the purpose of \_\_\_\_\_.
- 2. USE DATE(S):** Use of the premises shall begin at \_\_\_\_\_ on \_\_\_\_\_ (Please see section \_\_\_ of the policies document regarding set-up time.) Clean-up/move-out must be completed by \_\_\_\_\_.

Event: \_\_\_\_\_  
Date and time of event: \_\_\_\_\_  
Number of guests expected \_\_\_\_\_

- 3. RENT:** Lessee shall pay the City for use of the City facility noted above for the following fees:

<b>Space:</b> _____	\$ _____
Custodial/Laborers	\$ _____
Podium, microphone and sound	\$ _____
<b>Total Amount Due</b>	\$ _____
Deposit Required	\$ _____
<b>Balance Due</b>	\$ _____

4. **ADVANCE PAYMENT/DEPOSIT:** Lessee agrees to pay the City a deposit equal to 30 % (\$ ) of the total amount due *upon signing of the agreement*. This deposit shall be applied toward the total amount due. If not received within thirty days of signing, a penalty of 5 % (or a total of 10%) of the total due, will be charged.  
The Agreement shall become automatically null and void if it is not signed within 20 days of issuance and if the above deposits are not received by the dates specified above.  
Please make all checks payable to: **The City of Lancaster.**
5. **FINAL PAYMENT:** Complete rental fee settlement shall be made prior to use of the City facility.
6. **CANCELLATION BY LESSEE:** Should Lessee desire to cancel this Agreement and written notification of cancellation is received by the City at thirty (30) days prior to the date of the scheduled rental period, Lessee agrees to pay and City agrees to accept one-half (50%) of the Base Rental Fee as liquidated damages, plus any additional expenses incurred by the City and Lessee. Should Lessee cancel this agreement within 30 days of the event, Lessee agrees to pay and the City agrees to accept 100 % of the Base Rental Fee as liquidated charges, plus any additional expenses incurred by the City. In both instances Lessee and the City shall be relieved of any further obligation or liability to each other under this agreement.
7. **CANCELLATION BY THE CITY:** Should the City desire to cancel or be unable to perform this Agreement and written notification of cancellation is received by the Lessee at least sixty (60) days prior to the date of the scheduled rental period; the City shall return any deposit and the City and Lessee shall be relieved of any further obligation or liability to each other under this Agreement.
8. **CANCELLATION FOR CAUSE BY THE CITY:** The City shall have the right to terminate this agreement if Lessee fails to perform any of its obligations herein set forth or appears to the City to be financially insecure, in violation of any laws, or about to default under the terms of the Agreement or the Usage Policy. In such event, the City shall be entitled to retain any deposits under paragraph 4 as liquidated damages for Lessee's default. Upon termination of the Agreement for whatever reason. Lessee agrees to remove promptly, at Lessee's expense, all its property from the City within 24 hours of said notice.
9. **CANCELLATION DUE TO ACTS OF GOD:** In the event Lessee determines that it is necessary to cancel an event due to acts of God, including, but not limited to, snowstorms, the City and Lessee will use their efforts to reschedule the cancelled event at no additional rent to Lessee, but in the event that no such rescheduling is possible or feasible, the City shall be under no obligation to prorate or adjust the rental paid by Lessee.

10. **USAGE POLICY:** Lessee agrees to observe and abide by the attached Activity Permit Guidelines and any addenda issued after the Lessee is in receipt of this Lease Agreement. The Activity Permit Guidelines outline the Rules and Regulations governing the use of the above noted facility. A copy of said Activity Permit Guidelines plus related attachments is appended hereto and is made a part hereof. Lessee acknowledges receipt and review of the Activity Permit Guidelines. Violation of any of the provisions of the Activity Permit Guidelines, at the election of the City, constitutes a default under this Lease.
11. **SERVICES PROVIDED:** The City will provide as part of the base rental charge: heat, air conditioning, electricity, and water (hot and cold). The City will use its best efforts to provide adequate heat and air conditioning during rental periods.
12. **SPACE PROVIDED:** Lessee may not sublet any leased space(s) or assign the leased space(s) to any other person or organization without prior written approval from the City. Lessee may not utilize the leased space(s) for any purpose other than what is specified in the Agreement.
13. **COMPLIANCE WITH LAWS AND LICENSING:**
  - a. **COMPLIANCE WITH LAWS:** No activities in violation of federal, state, or local laws or the Board of Health shall be permitted on City premises, and it shall be the responsibility of the Lessee, while under the terms and period of this Agreement, to enforce this provision. Violations by the Lessee will result in a default by Lessee.
  - b. **LICENSE/PERMITS/COPYRIGHTS :** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by this Agreement. The Lessee will assume all costs arising from the use of patented, trademarked, franchise or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee and Lessee's agents, employees agree to indemnify and hold harmless the City from any claims or costs, including legal fees, which might arise from questions of use of any such material described above. The City may require evidence of such licenses being in effect.
  - c. **FIRE/SAFETY CODES:** The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames and explosive or inflammable liquids, gases and compounds must be observed and the Lessee has the required license(s)
14. **LESSEE ACCEPTS AS IS:** The City or City's agents have made no representations or promises with respect to the said building or leased premises except as herein expressly set forth. The utilization of the leased premises by Lessee shall be conclusive evidence, as against Lessee accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken. At the commencement and conclusion of occupancy, Lessee and the City shall conduct an inspection of the premises, at which time a list shall be compiled concerning items that were found not to be in good and satisfactory condition at commencement and conclusion of occupancy.

**15. INSURANCE:**

- a. **PUBLIC LIABILITY:** Lessee shall carry “Special Event” comprehensive liability insurance in the amount of not less than one million dollars (\$1,000,000) for injury, including death to any one person and one million dollars (\$1,000,000) for any one occurrence, and property damage insurance to the amount of not less than one million dollars (\$1,000,000) furnishing the City a certificate of said insurance issued by a company licensed to do business in the state of Pennsylvania at least 30 days prior to the event. Lessee’s Homeowner’s policy may be sufficient, subject to approval by the Facility Manager.
- b. **INDEMNITY:** The Lessee shall indemnify and hold harmless the City against any and all liability, penalties, damages, expenses and judgments by reason of any injury or claim of injury to the person or property of any nature and howsoever causes (except that caused by the negligence of the City employees) arising out of the use, occupation and control of the leased premises or any time during the terms of the Lease. The Lessee is hereby subrogated to any rights of the City against any other parties whomsoever in connection therewith. The City shall promptly notify the Lessee of any claim asserted against the City on account of such injury or claim of injury to persons or property and shall promptly deliver to the Lessee the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. The Lessee shall have the right to defend any such suit with attorneys of its own selection, and the City shall have the right, if it sees fit, to participate in such defense at its own expense.
- c. Except for damage caused by negligent acts of City employees, the City will not be responsible for any damage or loss to Lessee’s property or that of the Lessee’s agents, employees, etc.

**16. PUBLIC SAFETY:**

- a. The Lessee shall neither encumber nor obstruct the sidewalk in front of, the entrance to, halls, stairs, lobbies, and audience chambers, premises nor allow the same to be obstructed or encumbered in any manner. Lessee agrees not to bring onto the premises any material, substances, equipment, or subject which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Facility Manager. The City shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

- 17. CANCELLATION:** In case of cancellation of the event by the Lessee, it shall be the responsibility of the Lessee to make a reasonable amount of public announcements, at Lessee’s expense, concerning the cancellation as soon as possible following cancellation, and including newspapers, news departments of commercial television stations, and at any radio stations on which paid advertisement for the event were run. The Lessee shall also be liable for any reimbursements to the City for City staff time expended in preparation for the cancelled event and for any technical or office materials used for the event.

- 17. INTERRUPTION OR TERMINATION OF EVENT:** The City shall retain the right to cause the interruption of any Event in the interest of public safety, and to likewise cause the termination of such Event when the City determines such act is necessary in the interest of public safety.
- 18. EVACUATION OF FACILITY:** Should it become necessary, in the judgment of the City staff, to evacuate the premises because of a bomb threat, acts of God or for other reason of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of his/her activity without additional rental charge, providing such time does not interfere with a City event or other Lessee. If, at the discretion of the Facility Manager, it is not possible to complete presentation of the activity, rental shall be prorated or adjusted at the discretion of the Facility Manager based on the situation, and the Lessee hereby waives any claim for damages or compensation for the City.
- 19. DAMAGE/CLEAN-UP RESPONSIBILITY:** Lessee shall be responsible for any and all damages to the City premises caused by acts of Lessee or Lessee's agents, employees, any artists, whether accidental or otherwise. Lessee shall notify the Facility Manager or custodian on duty of any damage to equipment or the facility as soon as discovered by Lessee. The City will determine repair or replacement costs and notify Lessee of expense to the Lessee. Lessee further agrees to leave the City premises in the same condition as existed on the date the Lessee took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-event clean-up will be borne by Lessee.
- 21. OTHER TERMS:**
- a. Lessee agrees and understands that Lessee's Caterer must sign an Agreement between the City and Lessee's Caterer for the Event listed in the Agreement (unless Lessee's caterer already has a standing agreement on file with the City).
  - b. A reasonable amount of time necessary for room set-up shall not be charged as part of the four-hour minimum charge.
  - c. Lessee or Lessee's agents are responsible for providing all needed equipment for event, such as tables, chairs, etc. City must be notified prior to event of time of said deliveries. Delivery of equipment will not be accepted prior to the day of the event without approval of City authorized personnel.
  - d. Caterers or other vendors may not bring in supplies prior to the day of the event without approval of City authorized personnel. The City shall be notified of time of caterer's arrival. Caterer may load-in as designated by the Facility Manager. Caterer must be instructed in elevator and kitchen procedures prior to load-in. Lessee or Lessee's caterer is responsible for leaving the kitchen or work areas in a clean state and in the same condition as it was prior to its use by the Caterer (i.e.: all trash removed from the premises, surfaces wiped clean, etc.)

- e. A \$25.00 fee will be charged for podium, microphone and sound operator.
- f. The Facility Manager or a City authorized personnel must be present at all events. Fee is \$\_\_\_\_\_ per hour for a minimum of four hours. City staff shall begin his/her duties at least one hour prior to event and remain until all guests and caterers have left premises.
- g. Lighting, sound, custodial/laborer, and any additional expenses will be itemized and paid to Lessee no later than seven (7) days preceding the event.

**FOR:** \_\_\_\_\_

**FOR: City of Lancaster**  
**120 North Duke Street**  
**PO Box 1599**  
**Lancaster, PA 17608**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_