



FACILITY RENTAL AGREEMENT (NON-COLLEGE ORGANIZATION)

- 1. NAME OF EVENT: _____
- 2. LOCATION: Building(s) _____
Room(s) _____
- 3. DATE(S): _____ ARRIVAL TIME: _____ DEPARTURE TIME: _____
- 4 TYPE OF EVENT AND BRIEF DESCRIPTION: _____

- 5. ESTIMATED # OF GUESTS: _____
- 6. FACILITY RENTAL FEE: _____ 7. DEPOSIT AMOUNT: _____
- 8. CONTACT INFORMATION: Name _____
Company/Organization _____
Address _____

Phone _____ Email _____
On-site Contact (if different) _____
- 9. ROOM SET-UP: _____
- 10. AUDIO/VISUAL EQUIPMENT NEEDED? If so, what is required? _____
- 11. LODGING NEEDED? YES / NO HOW MANY ROOMS? _____ RATE: _____
- 12. FOOD SERVICE NEEDED? If so, please contact our Catering Manager at 570-945-8905 to arrange. _____

Signature of Lessee Date

By signing this form, renter accepts the event quote (if applicable) and terms and conditions as stated on the attached pages.
Please return to Office of Conferences & Special Events, Keystone College, One College Green, La Plume, PA 18440
An event confirmation will be sent to you via email once this form has been processed.

OFFICE USE ONLY

Director of Conferences & Special Events Date

Deposit received _____

RENTAL TERMS AND CONDITIONS

1. INSURANCE: Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate. The general liability insurance should be primary non-contributory coverage and specify Lessor and name Lessor as an "additional insured". If the group participants are minors the Lessee coverage must include Abuse and Molestation Liability coverage in the amount of \$1,000,000. In addition the Lessee shall provide proof of automobile liability coverage in the amount of \$1,000,000 and statutory limits for workers compensation coverage if applicable. Such insurance policies shall be carried with companies reasonably satisfactory to Keystone College, LLC (hereby known as the Lessor) and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance prior to the event Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

2. INDEMNIFICATION: Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

3. "AS-IS" CONDITION: Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

4. ASSIGNMENT AND SUBLICENSING: Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

5. TERMINATION: Lessor may terminate this Agreement based upon any one or more of the following events:

- Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- Events scheduled more than one academic quarter (three months) in advance, may be canceled by the Lessor when college events take priority;
- Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

6. NON-EXCLUSIVE USE: Lessor shall have the right to use or permit the use of any portion of the college not granted to the lessee under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. The Lessor shall have full and final authority as to the use of such spaces and reserves the right to change room assignments to fit the mission of the college.

- The Lessee understands that the Lessor will make available for use by others, such portions and areas that are not subject to this agreement. Lessee agrees to cooperate in good faith with the Lessor and with those persons using other portions and areas of the college, especially during periods of ingress and egress in order to make mutual use of the college harmonious and agreeable.
- The Lessee agrees not to cause interference with the orderly functioning of the college or infringe upon the rights and privileges of others; these rights include the right to peaceful pursuit of campus activities, and to enjoy the rule of the law.

7. RESTORATION: If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

8. CANCELLATION: Lessee may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 29 and 14 days prior to the Event Date, Lessee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 13 days or less prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

9. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Pennsylvania.

10. CIVIL RIGHTS: The Lessee agrees not to discriminate or promote discrimination against any employee or any applicant for employment because of race, sex, age, religion, national origin, or handicap and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service, or privileges offered to or enjoyed by the general public.

11. DISRUPTIVE BEHAVIOR: The Lessor reserves the right to remove from the college any boisterous or disruptive persons. Any sound levels from musical instruments or recorded music will be kept to a reasonable level.

12. NON-COMPETE: The Lessee agrees that they will not advertise, promote or operate programs or services that compete with College programs and does not compete with College activities including commercial activities or those that otherwise conflict with current contracts or agreements.

13. SPONSORSHIP: The Lessee shall not use the Keystone College name or logo as sponsor of the group's activities without the express written permission of the Lessor. The Lessee may use the Lessor's name to identify the location of the event.

14. ENDORSEMENT: Use of the Lessor's facilities does not imply endorsement of any particular activity or person by the College. Violation of College policies and guidelines may result in the cancellation of existing booking or future use of the Lessor's facilities.

15. FORCE MAJEURE: The Lessor may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented, or rendered impractical by any of the following circumstances to the extent that such event is beyond the reasonable control of the Lessor:

- a. Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war shortage of or inability to obtain materials, supplies or utilities, Act of War, Act of Terrorism or any law, ordinance, rule or regulation.
- b. In any such event, the Lessor shall not be liable to the Lessee for delay or failure to perform its obligations, except there shall be a pro-rated reduction in the consideration, which would otherwise be due and payable under this agreement.

16. RESTRICTIONS: The Lessor may, at its sole discretion, impose restrictions on the Lessee's activities, services provided, products used, consumed, or displayed, items for sale, promotional materials, or any other aspects of the rental. An individual or group rental the Lessor's facilities or the attendees thereof shall not have in their possession, display, or offer for sale or give away any type of weapon, explosive, illegal or illicit products, products or services controlled by federal, state, or municipal licenses, or products or services deemed by the Lessor to be inappropriate.

17. WAIVER OF CLAIMS: The Lessee is responsible to safeguard display booths, advertising material, goods held for display or sale, and all other property owned or used by lessee, or any of its exhibitors, or invitees. The Lessee hereby releases the Lessor and waives all claims for damages, loss of profits, or other compensation, unless such damage results in loss from the gross negligence or willful misconduct of the Lessor.

18. GAMING/GAMBLING: All gaming/gambling activities are subject to Pennsylvania State Gaming Control Board regulations and licensing procedures. It is the responsibility of the Lessee to secure any necessary licenses for any gaming/gambling activities.

19. ALCOHOL: Alcohol on college premises required pre-approval and must follow Pennsylvania State Liquor Control Board laws and requirements.

20. SIGNAGE AND DÉCOR: No signage and décor will be affixed to Lessor's facilities with nails, screws, staple guns, or adhesives. All banners, signs, and decorations can only be mounted, hung, or attached in such a way as to not cause any residual damage and must be removed immediately following the event. If any repairs need to be made to the facility as a result of Lessee's noncompliance to this term, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

21. SMOKING: Smoking is prohibited in Lessor's facilities and is only allowed in designated smoking areas.

22. INCIDENTS: Following an incident or accident, an Incident Report must be filed with Campus Safety within 48 hours of the occurrence. An Incident Report is required for personal injury or any loss or damage to college property.

23. MUSIC: The Lessee is solely responsible for obtaining and paying for any copyright authorization/licenses to utilize copyrighted live or recorded music, dramatic, or other works in Lessor's facilities.

24. CATERING: All catering needs must be provided by Sodexo Dining Services, pursuant to a contractual agreement by and between Keystone College and Sodexo. All costs, **including price for food and beverage, sales tax, 20% administrative fee, and any other additional expenses**, incurred for catering service will be subject to a separate agreement between the Lessee and Sodexo Dining Services, excluding the Lessor from any such agreement or arrangements for the delivery of this service. The Lessee understands that they are responsible for contacting the Catering Manager at 570-945-8905 to discuss catering service arrangements and pricing.

25. INGRESS/EGRESS: If applicable to the particular facility and usage, Lessee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passage ways of the facility, and will keep all such areas clear at all times. No portion of any sidewalks, entries, passage, vestibules, halls, or ways of access to public utilities of the facility shall be obstructed by Lessee or used for any purpose other than for ingress and egress to and from the premises. The doors, stairways or openings that reflect or admit light into any place in the facility, including hallways, corridors and passageways shall not be obstructed by Lessee without prior written approval of the Director of Conferences & Special Events.

26. MINORS: When persons under 18 years of age are to be present during the intended use of the facility, the Lessee shall ensure that sufficient adult supervision is present at all times to supervise and protect the minors.

27. CLEANING: Lessor reserves the right to contract additional cleaning at the conclusion of the event, if deemed necessary. Cleaning charges incurred after special events will be included on final invoice.

28. LABOR: A labor fee of \$25/hour may be assessed to events with elaborate setups, including but not limited to, weddings, trade shows, and events of over 200 attendees.

29. ON-CAMPUS HOUSING: This clause applies to Lessees who have arranged for overnight accommodations via on-campus housing. On-campus housing applies to Moffat, Boehm Hall, Frear/Reynolds, Tewksbury, Hollinshead, 39 College Ave, Davis Hall, 90 College Avenue, or the International Guest House.

- a. Residence hall room keys will be assigned to each guest. Lost key charge is \$75 per key. This charge will be added to the final invoice.
- b. Lessee agrees to leave the room in the same condition as it was upon arrival.
- c. Lessee agrees to remove all personal belongings from the room and to sweep up and deposit all trash in an appropriate container.
- d. If a Master Key is required by a group with minors, Lessee agrees to sign Master Key agreement and abide by the terms within.
- e. Lessee agrees to leave all College-owned furniture and furnishings in the room and properly assembled.
- f. Lessee agrees to provide a complete list of all occupants.
- g. Lessor reserves the right to reassign or remove any occupant who has exhibited disruptive or destructive behavior.
- h. Alcoholic beverages are not allowed in Residence Halls.
- i. Lessee is expected to keep rooms clean and to cooperate in keeping hallways and bath areas in satisfactory condition. Mattresses must remain on the bed frame, which, in turn, must remain on the floor. College furniture or equipment is not to be removed or added to rooms without permission from the Office of Residence Life.

30. FEES AND DEPOSITS: The Facility Rental Fee is calculated based on Lessee's request of event space and length of event. Should the Lessee require the use of more event space and/or more time, the fee will reflect the change and be billed accordingly. If the Lessee decreases the amount of space needed and/or time of the event within 30 days prior to the date of arrival, the fee will be reduced accordingly. Rental fees of \$500 or less are required as deposit for use of the event space. Rental fees above \$500 will require 50% down upon signing of this agreement, and the remainder due 7 days prior to the event. All Sodexo catering, on-campus lodging, and incidental charges such as damages, cleaning, etc will be invoiced upon the conclusion of the event. Final payment is due within 30 days. Also note that the rental fee includes use of tables and chairs available in the College's in-house inventory. Should additional tables and/or chairs need to be rented, the charge will be added to the Lessee's final invoice.

31. CLEARANCES: This clause applies to Lessees utilizing any College property for youth programs involving minors. It is the responsibility of the Lessee to ensure all proper clearances have been completed prior to arrival for adult employees and volunteers having direct contact with minors. The Commonwealth of Pennsylvania requires a report of criminal history from the Pennsylvania State Police, Child Abuse History Clearance from the Department of Human Services, and an FBI clearance. Clearances are valid for 60 months and must be good through the last date of the Lessee's event. They must be able to be provided by the Lessee to the Lessor upon request.