

Wilmington Township, Mercer County, PA

Rental Policy - Municipal Building Community Room/Pavilion

In acquiring the current municipal building site at 35 Auction Road, the Board of Supervisors saw the opportunity to provide the community with a resource for the private meeting/rental space by making the Community Room of the building and pavilion available for rent on a limited basis. The Board also recognizes that doing so would incur inherent costs to the taxpayers of Wilmington Township and has therefore set out appropriate rental fees. The Board also deems it prudent to limit liability to the Township rising out of the use of the facility. To provide for maximum availability, safety of guests, and to preserve the condition of the facility, the following rules and conditions governing use of the facility have been adopted.

BUILDING FEES: Township Resident Rate - \$35.00

Non-Resident Rate - \$85.00

Monetary gain - \$150.00

PAVILION FEES: \$35 rental fee for residents of Wilmington Township Mercer County only. A portable restroom is available near the pavilion for rental use. The rental fee covers the cost to clean the portable restroom after use.

SECURITY DEPOSIT: A security deposit of \$35 is also required and will be returned after the facility is inspected. If the facility is not found to be cleaned as outlined below in the "Rules/Restriction" section, the security deposit will not be refunded and will be used to cover these expenses. Any additional costs for damages will be billed to the renter.

RULES/RESTRICTIONS

1. Rentals are limited to single use events.
2. Applicants must be a minimum of 21 years of age.
3. The facility is available to the Renter from 8:00 am until 10:00 pm. This includes, set-up, and tear-down.
4. The individual executing the rental agreement will be personally responsible for all aspects of the building rental, including the full cost of repairs, replacement, or restoration of any and all damages caused by renter's occupancy of facility and/or actions of guests, and holds the Township, the Board of Supervisors, its employees, agents, sub-contractors, and consultants harmless from any claims, liability, expense or cost in connection with the use of the facility.
5. Maximum capacity in Community Rm. - 50 Pavilion - 100
6. No dangerous or unlawful activity is permitted to occur on township premises.
7. No alcohol, intoxicated persons, or illegal drugs permitted on premises.
8. Smoking is not permitted in township building or within 5 feet of any entrance. All cigarette butts must be disposed of in appropriate receptacles provided.
9. No gambling permitted on premises
10. All exits and exit signs shall be kept unobstructed at all times.
11. All guests and equipment must be vacated from the premises by end of event.

INITIALS: _____

12. Music permitted, but must be confined to township building and volume must not disturb neighbors.
13. No parking in front of any exterior door of the building.
14. No parking in front of garage doors in case employees need access.
15. No parking in front of salt shed in case employees need access.
16. No renting, leasing, or loaning of chairs or tables or any other equipment of Wilmington Township.
17. No littering.
18. The Renter shall provide adequate adult supervision for any minor children who participates in the renter's use of the facility. **No one is permitted on/near equipment or road materials.**
19. The Renter may not assign, sublet, or transfer its right or privileges to any other individual, group, or organization.
20. No animals are permitted in the building, except for service dogs.
21. Teenagers/children functions must be properly chaperoned by adults which are to be present at all times.
22. Renter responsible for using their own paper products, garbage bags, coffee, and any other supplies that may be used. **DO NOT USE TOWNSHIP SUPPLIES.**
23. Water is available for drinking in blue cooler located in the kitchen with community room rental.
24. Rules and regulations will be posted by secretary's office.

COMMUNITY ROOM CLEAN-UP

1. Kitchen and main room floor is to be broom swept clean. Spills are to be spot mopped. If considerable tracking in from outdoors has taken place, mopping of floor will be required.
2. Must leave facility as found.
3. If used, the sink, refrigerator, microwave, and counters are to be wiped down and cleared of any left-over food. **DO NOT** dump food straight into trash dumpster outside. Place all garbage in bags before discarding.
4. Remove all food/drinks/ice from refrigerator and freezer.
5. Do not pour grease into the sink, pour into plastic bag and place in outside green dumpster.
6. The Renter shall either take their trash home with them or throw trash in green receptacle near salt shed. This includes emptying garbage cans in kitchen, community room, and restrooms.
7. Lock all doors upon departure and return keys to black locked box behind snow plow near road.
8. Heat may be turned up for event, but must be returned to 60 degrees upon leaving building.
9. Ceiling fans and air conditioning may be used during event, but must be shut off upon event ending. Air condition is turned on by using the switch on the wall below the unit. Fan switch is located by main entrance. Fans and air conditioning must be turned off upon leaving.
10. Turn all light off when event has finished.
11. **IF ANY OF THE ABOVE IS LEFT UNDONE, RENTER IS SUBJECT TO SECURITY DEPOSIT REFUND DENIAL.**

DECORATING

1. No tacks are to be used on walls.
2. Please use sticky tack to hang decorations on walls.
3. If decorations are hung from the ceiling, please remove all tape and remnants of decorations
4. If balloons or signs are hung outside or on mailbox, please remove when completed.

INITIALS: _____

PAINT OR WALL DAMAGE

1. If damage occurs to the paint or walls of the Community Room, the Renter will be charged a minimum of \$100 per wall for the township to repaint and/or repair the damage to the wall(s).

PAVILION CLEAN-UP

1. Must leave facility and surrounding area as found.
2. The Renter shall either take their trash home with them or throw trash in green receptacle near salt shed. Garbage cans are not provided.
3. Pavilion floor is to be rid of food/garbage.
4. Pavilion tables are to be cleaned of food.
5. Pavilion lights are to shut off at end of event.
6. Renter is responsible for portable restroom monitoring of misuse/damage. Renter is responsible for any damages incurred to portable restroom during rental.
7. Lock portable restroom upon departure and return keys to black locked box behind snow plow near road.
8. **IF ANY OF THE ABOVE IS LEFT UNDONE, RENTER IS SUBJECT TO SECURITY DEPOSIT REFUND DENIAL.**

INITIALS: _____

CONTRACT

**THIS IS A LEGALLY BINDING AGREEMENT.
PLEASE READ CAREFULLY BEFORE SIGNING CONTRACT.**

Facility Use Regulations: The Renter acknowledges receipt of the Facility Regulations currently in effect, and Renter hereby agrees to each and every regulation contained herein. Renter also understands that failure to follow any of the regulations herein could cause either a financial charge for damages and/or inability for further rental of facility. It is agreed that the individual who signs this Contract and the entity or group who he/she represents shall be jointly and severally liable for any and all damages and/or claims resulting from the use of the Township building/pavilion including, but not limited to damage to the building or the grounds, claims arising out of injury or alleged injury to any person including township employees or officials. In the event it is necessary to employ legal counsel for any reason as a result of this Agreement, the individual signing and/or entity he/she represents shall be jointly and severally liable for reasonable attorney fees and any and all other reasonable costs incurred.

It is further agreed that the building and the grounds during the activity will be maintained in good repair, will not suffer any damage and that any activity will be properly supervised with adult supervision and the building and grounds are to used in conformity with the Rules and Regulations of the Wilmington Township Board of Supervisors as already stated within this document and additionally as follows:

NO ALCOHOL OF ANY KIND PERMITTED IN THE COMMUNITY ROOM, ON THE GROUNDS, OR IN THE PARKING LOT. Any person found to have alcohol included in their event will not be permitted to rent the facility again. **ALL EVENTS MUST END BY 10:00 P.M.**

Rental fee and security deposit must accompany this signed contract. **MAKE ALL CHECKS PAYABLE TO:** Wilmington Township.

The individual person signing this contract and/or entity he/she represents agrees to indemnify and HOLD HARMLESS the Wilmington Township Board of Supervisors and its agents and employees from any and all liability, claims, demands, damages, actions, causes of action, reasonable attorney fees and any and all other costs, for or arising out of the use of the building or grounds including, but not limited to injury or alleged injury to any and all persons for whatever cause, including but not limited to the negligence of the individual signing this Contract, member of the entity or group attending the activity, guest or invited persons, the Wilmington Township Board of Supervisors or either party's agents, employees, or assigns.

Signed _____
(Applicant)

Date: _____

Signed _____
(Township Personnel)

Date: _____

WILMINGTON TOWNSHIP
MERCER COUNTY, PENNSYLVANIA

Building/Pavilion Rental Form

Name (Renter) _____

Address _____

Driver's License _____

Home Phone _____ Work/Cell Phone _____

Type of Event _____

(Example: Birthday, Wedding, Anniversary, etc.)

Date of rental _____

Facility Being Rented: _____ Community Rm. _____ Pavilion

RESIDENT FEE \$35.00/DAY

NON-RESIDENT FEE \$85.00/DAY

FOR PROFIT EVENT \$150.00/DAY

PAVILION (RESIDENTS ONLY) \$30.00/DAY

SECURITY DEPOSIT \$35.00 PER RENTAL

Signature

Today's date