



Owner: Elsa OBrien | 215-534-1363 | www.gatheringplaceevent.com | info@gatheringplaceevent.com

351 West Broad Street | Quakertown PA | 18951

Rental Agreement

This AGREEMENT is entered into by The Gathering Place, and _____ (client name), hereafter referred to Renter(s), specifically for the rental of The Gathering Place for _____ (type of event) on this date _____, hereafter referred to as Event.

Section A: This section must be completed for the contract to be accepted by TGP.

CLIENT INFO:

Name: _____ Phone: _____
Address: _____ Email: _____
City: _____ Zip Code: _____ State: _____

Section B: Complete this section to the best of your ability. At minimum the event date/time information is required.

EVENT INFORMATION:

Event date : ____/____/____ Start time: _____ End Time: _____
Number of Attendees: _____ Type of Event: _____
Caterer: _____
Bartender/Alcohol: _____
Audio/ Visual Equipment Yes: _____ No: _____

-AV equipment should be tested prior to event.

Rental Fees

The Gathering Place Rental Includes use of main event room and outdoor breezeway.

Liability Insurance:

- Liability Insurance is needed and must be obtained prior to event with proof submitted to The Gathering Place. Liability insurance can be obtained from personal insurance company or through the two companies suggested on the website.

Catered Food:

- Catered food is only allowed which can be purchased through approved caterer, restaurant, or grocery store catering. No homemade food allowed.

Alcohol:

- Beer, wine, and champagne are allowed through BYOB
- Hard alcohol must be served by a certified bartender with proof of certification and insurance submitted to The Gathering Place prior to event.

Cleaning/Damages:

- Renter must clean up from event including tables and trash. Trash must be put in dumpster out back of building.
- The Gathering Place has 48 hours to contact renter if any damages are found and will retain credit card on file. Decorations are only allowed to be hung by tape on the cinder block white wall. All other walls, ceilings, light fixtures, tv, etc are **prohibited** from being decorated. If any damages are caused on these prohibited surfaces, extra damage fees will be assessed.
- Extra cleaning fee of \$75.00 will be charged for use of confetti, glitter, confetti/glitter balloons, poppers, party snap fireworks, and regular fireworks on site.

FEES AND CHARGES:

Room Rental (minimum of 3 hours): \$ _____

1 hr set up and ½ hour clean up included free

Monday-Thursday Rental \$125.00/hour

Friday/Saturday/Sunday Rental: \$150.00/hour

Non- Refundable Deposit (to be applied to final balance): \$ _____150.00_____

Cleaning Fee (Doubled for use of glitter or confetti): \$ _____100.00_____

Total (Final Payment Due 30 days before event): \$ _____

If event is cancelled after final payment is received the payment will not be refunded.

Section C: Complete this section for credit card processing.

PAYMENT INFO:

Name on Card : _____ CW: _____

Credit Card Number: _____ EXP: _____

Card Type: MasterCard Visa American Express Discover

Charge Fees to Credit Card for Following: (Circle all that apply:) Rental Deposit Final Rental Payment

Signature: _____

RESPONSIBILITIES OF THE RENTER/INSURANCE

- A.** License to Enter-- Licensee acknowledges this Agreement is a license to enter and possess the premises known as The Gathering Place for a limited commercial purpose and duration, all as defined within the Rental Agreement.

The Renter agrees to provide TGP with a current Certificate of Insurance with a minimum general liability coverage of \$ listing The Gathering Place, 351 W. Broad Street, Quakertown PA 18951 as the Certificate Holder and Additional Insured with primary non-contributory status and waiver of subrogation acceptable to TGP fifteen (15) days prior to the Event. _____ Renter initial

**Insurance - Unless expressly waived in writing by Licensor, it is hereby agreed that at least 24 hours prior to the Event, Licensee will procure and provide Licensor with evidence of a certificate of liability insurance which coverage would provide Commercial General Liability for at least \$1,000,000.00 per Occurrence (\$3,000,000 aggregate), and to include Social Host Liquor Liability; \$100,000 Property Damage; \$5,000 Medical Expense; \$1,000,000.00 personal injury; \$1,000,000.00 product liability as applicable.*

Insurance certificate shall further list as certificate holder and as additional insureds, The Gathering Place LLC; and 315 West Broad Street LLC, all with primary non-contributory status and waiver of subrogation.

- B.** Renter shall indemnify, defend and hold harmless TGP and employees from all claims, demands, costs, expenses liability, and causes of action by third parties for death, bodily injury, property damage, or other cause of action arising out of or in connection with the Event or the Facility. If Renter learns of an actual or potential claim by a third party against TGP and/or the Renter in connection with the Event of the Facility, the Renter shall promptly notify TGP in writing of such claim. TGP reserves the right to retain counsel of its choice, at Renter's expense, to defend against any such claim. This indemnification clause shall survive termination of this Agreement

C. Licensee's additional duties hereunder are as follows:

- a. to pay the deposit and rental fees designated
- b. to refrain from causing any damage to the Facility
- c. upon termination of the Event, to peaceably surrender and deliver proper possession of the Facility
- d. comply with all provisions of law including Pennsylvania as well as local statute and ordinances applicable to lawful use of or activities within or pertinent to the Facility
- e. Submit to licensor prompt written notification of any incident injury or damage occurring during the event
- f. Refrain from authorizing any sub-let of any part of the Facility without prior written approval of licensor.
- g. Allow no littering nor any illegal or dangerous substances or instruments at the Facility or the premises
- h. Not record this agreement or any memorandum thereof nor any lis pendens in the office for the recording of deeds or in any other office or public record or consent to filing of any mechanics lien or like claims or notices
- i. Allow no children under the age of 18 years of age to use or enter the premise unsupervised by licensee or adult guest
- j. Be responsible for all who enter The Gathering Place as licensee's guests and assure guests comply with the terms of this document as well as all applicable laws

Remedies in event of default - in the event of non-payment or default under the obligations herein, this Agreement shall terminate and become null and void without any right by Licensee to save forfeiture by payment of any sums due or obligations hereunder. Licensee hereby agrees to save harmless Licensor and its agents, employees or members as result of Licensor's needing to access or terminate the licensee's event early as result of any breach by Licensee or anything beyond Licensor's control. Any undue cleanup or access costs incurred by Licensor as result of Licensee's failure to abide by the Agreement shall be assessed as additional rental costs or license fees against Licensee. Any and all remedies hereunder shall be cumulative and not exclusive.

- D. Attorney's Fees/Costs - any attorney's fees or costs incurred by Licensor in enforcing any of the rights or obligations hereunder shall be assessed against Licensee, who agrees these shall be added to any collection or judgment.
- E. Severability -- In the event any clause, paragraph, or part of this Agreement is held to be void by any court of record, then such void clause, paragraph or part shall be considered not to be part of this Agreement, and the remaining valid clauses, paragraphs, or parts shall be continued in full force and effect.

- F. Modification -- This Agreement may not be altered, modified, amended or changed except in writing and signed by the parties hereto.
- G. No Waiver -- The failure by the Licensor to insist upon the strict performance of any of the terms, conditions or provisions of this Agreement, shall not be construed as a waiver or relinquishment of future compliance therewith and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement shall be effective for any purpose whatsoever unless such waiver is in writing and signed by the parties.
- H. Choice of Law/Jurisdiction -- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Each party irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania over any action or proceeding arising out of or related to this Agreement and waives any objection to venue or inconvenience of the forum in any such court.
- I. To comply with fire safety, the Renter shall not use any open flame (inclusive of taper candles, fireplace, lantern, and like implements) at The Gathering Place.
- J. Renter agrees not to use confetti, Glitter or streamers (comprising of rice, bird seed, plastic, metal, flower petals or other such material) in any form, or to distribute or throw such materials in celebratory fashion.
- K. Renter agrees to remove all decorations and belongings from the premises immediately following the termination of the abovementioned Event, unless otherwise stated herein. TGP shall not be responsible for the removal, or damages incurred during the removal, of decorations or belongings of the Renter and/or the Renter's agent. If decorations are not removed The Gathering Place reserves the right to keep or deduct from the security deposit and to collect more monies if the damages are more than \$100 deposit. NOTE: Renter is responsible for cleaning up after event (trash, tables, and any mess, so nothing is left behind.(the \$50 non-refundable cleaning fee is for the bathrooms and floors to be mopped by us).
- L. Renter agrees not to deface buildings, or its contents, within the TGP site in any fashion by use of nails, screws, staples, tape or like materials. Removal or dismantling of any art, fixtures, or decorations already in place is expressly forbidden and may result in The Gathering Place having the right to keep or deduct from the security deposit and to collect more monies if the damages are more than \$100 deposit.
- M. In accordance with TGP's Smoke Free Environment, Renter agrees that smoking is not allowed inside any building. Smoking waste shall be deposited into the receptacles provided outside all entrances.
- N. Renter agrees that the use of the name The Gathering Pace may not be used, except for the identification of the location of the Event by the Renter.
- O. Renter is responsible for the general actions and proper behavior of their guests, and the consumption of alcoholic beverages. Renter shall coordinate beverage service with Caterer; at no time shall beverages be sold to guests, nor shall a guest be permitted to serve themselves. Alcoholic beverages must be served by a licensed and insured bartender. A TGP representative shall have the right to close down all beverage service. Pennsylvania State underage drinking laws shall apply. (*we will provide you a list of our approved RAMP certified Bartenders).
- P. Renter further agrees that all alcohol service will be discontinued at a minimum of thirty (30) minutes before the scheduled end of the event. No alcohol, or other beverage, food or supplies shall be ordered in the NAME of The Gathering Place.

- Q. Renter agrees that the event will be concluded no later than _____. (Initial _____)
- R. Renter authorizes The Gathering Place to take photographs or video during their rental period for use in promoting the site to potential clients and/or for use in news releases and public service announcements about The Gathering Place. _____initials you allow The Gathering Place to use photos of the event you held at our facility with discretion for our FB Page and/or website.
- S. TGP will not be held responsible for any party coordinator hired for your event, this would be a separate contract with them.
- T. NO BURNING CANDLES ALLOWED. ONLY Battery Operated Candles. Birthday Candles are allowed.

THE GATHERING PLACE

RENTER

By: _____

By: _____

Elsa O'Brien

Responsible Party

Owner

Date: _____

Date: _____

This contract is not valid unless signed by both parties