

BOROUGH OF MEDIA
MANSION PARLOR & COMMUNITY CENTER
301 N. JACKSON STREET
SECOND FLOOR
MEDIA, PA 19063

Date: _____ Please complete and return by: _____

INSTRUCTIONS FOR COMPLETING USER INFORMATION FORM & USE
OF PREMISES AGREEMENT

1. Please complete and/or sign the **user information form, use of premises agreement, set-up sheet, and caterer's agreement** and return the **originals** to the Borough Office along with the **certificate of liability insurance form, user fee, & deposits** made payable to **Media Borough** (all separate checks) in the amounts listed below:

- a. User fee: \$ _____
Less 10% non-refundable deposit: \$ _____
Balance due: \$ _____
- b. Security deposit \$500.00
- c. Cleaning deposit \$ 65.00 (If desired, cleaning can be completed for \$65)
The security/cleaning deposit checks are kept in your file until after inspection of the room following the event. In the event of a problem, you will be notified and given the opportunity to rectify the situation, if feasible.

2. Upon receipt of the 10% non-refundable deposit, the date _____ and time of _____ will be reserved for you.

3. If applicable, the enclosed Caterer's Agreement should be given to your caterer. The caterer must complete and properly sign this agreement and return to the Borough prior to the event. **(It is the User's responsibility to insure that Caterer's Agreement is returned with all required information therein. Failure to do so will result in termination of your agreement.)**

4. The **certificate of liability insurance form** is **required** and must be submitted 3 days prior to your event. Please refer to page 1, section 1 of the use of premises agreement for details.

5. Directions to our facilities can be found at www.mediaborough.com under "About Media" and then click on "Visiting Media".

If you have any questions, please contact me at 610-566-4305. The Media Borough fax number is 610-566-0335. I look forward to working with you to make your event successful.

Marissa Lego
Facility Usage Coordinator

___ Community Center
___ Mansion Parlor

BOROUGH OF MEDIA
MANSION PARLOR & COMMUNITY CENTER
USER INFORMATION

NAME OF USER: _____

ADDRESS: _____

PHONE #: (H) _____ (CELL) _____

CONTACT PERSON IF ORGANIZATION: _____

PROFIT ___ NON-PROFIT ___ *** # OF ATTENDEES _____ ***

TYPE OF EVENT _____

CATERER: _____

ADDRESS: _____

PHONE #: _____

USER'S HOMEOWNERS' INSURANCE CO: _____

AGENT/CONTACT NAME: _____

ADDRESS: _____

POLICY #: _____ PHONE #: _____

SPECIFIC CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED FOR THIS USER AGREEMENT AND IF ALCOHOLIC BEVERAGES ARE TO BE SERVED BOROUGH OF MEDIA MUST BE NAMED AS AN ADDITIONAL INSURED.

I have read and understand the terms and conditions of the user agreement and I fully comprehend my duties and obligations thereunder, should I enter into the agreement. With that understanding, I have hereunto set my hand.

Date: _____ Signature: _____

Responsible party if user is corporation: _____

BOROUGH OF MEDIA
MANSION PARLOR & COMMUNITY CENTER
USE OF PREMISES AGREEMENT

Borough of Media, a Municipal Corporation in the State of Pennsylvania, hereinafter called owner, hereby grants unto, _____ hereinafter called user, the following right to use the portion of the **Borough of Media** ___ **Mansion Parlor** ___ **Community Center Room** on _____ (date), between the hours of _____ to _____ for the fee of \$_____.

Witnesseth that for and in consideration of the covenants and premises herein contained. Owner does hereby grant to user the right to the use of the above premises for the date, time and purpose set forth above and on the conditions hereinafter set forth;

1. Requirement of Insurance:

a. In all cases a specific **Certificate of Liability Insurance** is required indicating that the user has liability insurance coverage in the **minimum** amount of **\$100,000.00**.

b. Certificate should indicate, “covered for off premises event on _____”(date of event) in description section of the form.

c. In cases where alcoholic beverages will be served, such **Certificate of Liability Insurance** shall also list the **Borough of Media** as an **additional insured**.

2. Owner Covenants:

a. The owner agrees to furnish light, heat and toilet facilities.

b. The keys to the premises will be available to user on the date herein specified. The user may obtain keys from the **Media Police Dispatcher** at least one (1) hour prior to commencement of the activity. After the event the user shall **lock all doors to secure the premises** and return the keys to the **Media Police Dispatcher**:

3. Deposits

a. Premises Security Deposit: The user shall, at the signing of this agreement, deposit with owner, a security for performance of all the terms, covenants, and conditions of the agreement, the sum of \$500 by **separate check**. This deposit is to be retained by the owner until the expiration of this Agreement and the check shall be returnable to user provided that:

1. The user has vacated the premises;

2. The owner has inspected the premises after such vacating;

3. User has complied with all the terms, covenants and conditions of this Agreement, in which event the deposit shall be returned to user **within 30 days** after termination of Agreement and vacation of the premises; otherwise the deposit or any part thereof may be retained by the owner at its option, as liquidated damages, or may be applied by the owner against any actual loss, damage or

injury chargeable under the terms of this agreement or otherwise to the user, if the owner determines that such loss, damage or injury equals or exceeds the amount of the deposit. The owners determination of the amount, if any, to be returned to the user shall be final. **Failure to leave the facility in same condition as prior to use will constitute cause for forfeiture of security deposit.** It is the responsibility of user to inspect the premises prior to use and to confirm that there are no damages.

b. Cleaning Deposit: The user is required to pay a cleaning deposit of \$65.00 to insure that the premises are in a clean and presentable condition after use by user. If following event by user the premises are not in a clean and presentable condition (as determined by owner) any expenses incurred by the Borough in restoring the premises shall be deducted from user's cleaning deposit. If following event by user the premises are left in a clean and presentable condition the cleaning deposit will be returned within 30 days.

4. **Reservation**

To reserve a date a **ten percent (10%) deposit** not transferable to another date must be paid. In the event of cancellation less than six (6) months prior to the event, the user will forfeit the deposit. In the event of cancellation more than six (6) months prior to the event, the user will receive back the deposit less a 25% service charge.

5. **User Fee**

The user agrees to pay the full user cost, as set forth above, not less than thirty (30) days before the effective date of this usage, in the event of nonpayment within such time, the owner may, as its option, cancel this agreement without notice to the user.

6. **Security & Protection**

The user agrees to engage and pay for whatever Police Protection is deemed necessary by the owner. User shall be responsible for security to protect persons and property. If during the function for which this agreement applies, any local, state, or federal laws or ordinances, including ordinances prohibiting disorderly conduct, are being violated by user or guests then owner may require that the premises be immediately vacated and user will not be entitled to refund any portion of the fee paid.

7. **User's Personal Responsibility for Maintenance of Order:**

The user shall be responsible for the preservation and maintenance of order on the premises during the term of use of the premises and further agrees that user shall personally become liable for any violation of any law, Borough, State or Federal occurring on the demised premises during the user period.

8. User's Responsibility for Damage of Personal Property:

The user agrees to be solely responsible for any damage to or loss of any vehicle, personal property of any nature, equipment, food, beverages, or any other items brought onto the premises. The owner shall not be responsible for goods stored on the premises at any time in case of loss by fire, theft, or other casualty. In addition user agrees to be solely responsible for any damage or loss sustained by or caused by any patron, guest, (invited or not) employee, or agent of user during use of said premises. The terms and conditions of this Use Agreement between owner and user are not intended by the parties to the Use Agreement to confer rights upon any third parties or to create any duties, obligations or responsibilities to any third persons, parties or entities. The agreement between owner and user is intended solely to allocate responsibility between owner and user. Nothing in this agreement is intended to create obligations to a person, party or entity other than between the named parties to the User Agreement.

9. User's Responsibility for Personal Injuries

The user agrees to be solely responsible for any injury or damage, personal or otherwise, suffered or caused to or by any patron, guest (invited or not) employee, or agent of the user, or any person in and about said premises during use thereof by user, including but not limited to injury caused by serving of food or beverage. The terms and conditions of this Use Agreement between owner and user are not intended by the parties to the Use Agreement to confer rights upon any third parties or to create any duties, obligations, or responsibilities to any third persons, parties or entities. The Agreement between owner and user is intended solely to allocate responsibility between owner and user. Nothing in this Agreement is intended to create obligations to a person, party or entity other than between the named parties to the Use Agreement.

10. User's Duties: Fire Risks, Health, Unlawful Acts

User shall not do or permit anything to be done in or about the premises which will in any way increase the risk of fire to the building or violate any rules, regulations, ordinances of the Borough of Media (including those promulgated by the Board of Health), state or federal statutes.

11. User's Responsibilities for Damages to Premises

If said premises, or any portion of said building during the use of the premises, shall be damaged by the act of default or negligence of the user, or of that the user's agent, employee or employees, guest (invited or not), or any person admitted to the said premises by said user, the user will pay to the owner, upon demand, such sum as shall be necessary to restore said premises to their prior conditions. The user hereby assumes full responsibility for the character, acts and conducts of all persons admitted to said premises, or to any portion of said building by the consent of the said user, any person acting for and on behalf of the said user.

12. Alterations to Premises Prohibited

User shall neither injure nor mark nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby the said premises shall be in any manner injured, marked or defaced, nor shall user drive or permit to be driven any nails, hooks, tacks, or screws in any part of the said building, nor shall user make, or allow to be made, any alterations of any kind therein. The exception being tacks that maybe used on the cork stripping that is (provided for decorating) around the walls of the Community Center Room.

13. Duties Regarding Alcoholic Beverages

Alcoholic beverages will not under any circumstances, be sold in or about the premises, nor will such beverages be served or permitted for use by minors. If alcoholic beverages of any type will be served, user assumes full and complete responsibility to dispense alcoholic beverages in a non-negligent manner and in conformity with applicable laws.

The terms and conditions of this Use Agreement between owner and user are not intended by the parties to the Use Agreement to confer rights upon any third parties or to create any duties, obligations or responsibilities to any third persons, parties or entities. The agreement between owner and user is intended solely to allocate responsibility between owner and user. Nothing in this agreement is intended to create obligations to a person, party or entity other than between the named parties to the Use Agreement.

14. User's Exclusive Possession

The user shall have exclusive possession and control of the part and only that part of the buildings/grounds covered by this agreement during the usage period and agrees not to assign or sublet the premises or any part thereof.

15. Owner's Right to Inspect

Owner reserves the right to have its duly authorized agent inspect or visit the usage premises and to enter the usage premises at any time to protect or repair the property and to take possession thereof upon violation of any law or ordinance, whether Borough, State, or Federal.

16. User to Promptly Vacate at Expiration

The user agrees to promptly vacate the premises at the expiration of the herein agreed upon hours of use.

17. User Responsibilities RE: Caterer

If the event is catered it is the responsibility of the user to obtain a Caterer who will meet the following requirements:

- a. Annual Liability Insurance for no less than \$1,000,000.00.
- b. Workman's Compensation for employees
- c. Health License issued by the township, county, or state in which their commissary resides. Signed copy of Caterer's agreement form submitted to Media Borough.

e. Fulfill the clean-up responsibilities according to the caterer's Rules and Regulations and restore the premises including the kitchen to its original condition.

18. Municipal Parking Lot Use

On-site parking space use for the user and user's guests will be established at the direction and discretion of the owner.

19. Event of Destruction/Damage to Premises

In case the building of owner shall be destroyed or damaged or if by any casualty or unforeseen occurrence, the fulfillment of this contract by owner shall become impossible, Owner shall not in any case be held liable or responsible in any manner to user, for any damage caused thereby, but shall only be required to return such amount of fee as user shall have paid.

20. Nature of Agreement

The parties hereby acknowledge that owner is granting to user a temporary license to use the premises only on the date and during the time as contained herein. Nothing herein shall grant to user an interest in the premises nor is their agreement to be construed as a lease. Accordingly at the end of the use period user shall immediately vacate the premises and remove all of their personal property upon the premises.

21. Owner's Right of Cancellation

User agrees that the use of the premises granted hereby is for lawful personal use of the user and guests. It is understood that owner may cancel this agreement at any time. Upon cancellation, unused user fees will be returned to user whereupon all rights and privileges of the user to the use of the premises shall thereupon terminate. In the event the owner exercises its right to cancel this agreement. User waives all rights to bring any legal action for any type of damages to user or his guests by reason of the cancellation.

22. User's Waiver and Release to Owner

In consideration of the Borough of media accepting this application and granting use of the named premises, user agrees to waive and release any and all rights and claims for losses and damages they may have against the Borough of Media and their representatives, successors and assigns for any and all damages incurred by user pursuant to this agreement and on account of any physical condition whatsoever that may at anytime exist upon the premises and walkways during the terms of this agreement, whether or not such conditions can be attributed to the negligence of the owner and user further agrees to defend, indemnify and hold harmless the Borough of Media from all manner of claims, losses, including but not limited to those resulting from the serving of alcoholic beverages, expenses (including reasonable attorney fees) made by anyone as a consequence of the user's use of the premises.

23. Entire Agreement

This Agreement contains the entire understanding between the parties, and no other agreement will be recognized as binding upon either party.

24. Binding upon Successors

This Agreement shall bind the respective parties, their heirs, executors, administrators and successors. In witness whereof the parties have hereunto set their hands and seals this _____ day of _____, _____AD

User

If user is a corporation, designation of an individual responsible party

Signature

Signature

Print name

Print name

Owner

Borough of Media

Printed name

Please complete and return by _____, if applicable.

BOROUGH OF MEDIA
CATERER'S AGREEMENT/RULES
Please return form to: Borough of Media
301 N. Jackson Street
Second Floor
Media, Pa 19063
Fax #: 610-566-0335

1. Caterers must have Annual Liability Insurance & Workman's Compensation Insurance insuring them and their employees of at least \$1,000,000. (see # 13)
Name/Address of Liability Insurance Carrier _____

Policy #: _____ **Amount:** _____
Name/Address of Workman's Compensation Carrier: _____

2. Caterers must have a Health License issued from the Borough, County, or State in which their commissary resides.
Health License: _____
Jurisdiction: _____ # _____
3. Do not lean chairs or tables against walls.
4. All equipment deliveries must be arranged prior to the function in advance. It is the caterer's responsibility to arrange delivery and pick-up schedules with the companies.
5. Media Borough must be notified in advance of the caterer's desired time of entry. Three (3) hours for preparation is provided prior to the event.
6. The sale of alcoholic beverages is **strictly prohibited**. Alcoholic beverages may **not** be served or permitted for **minors to use**. Bars will close fifteen (15) minutes prior to end of affair.
7. **No smoking** allowed in the building.
8. No silver, china or cooking utensils provided.
9. It shall be the responsibility of the caterer, upon completion of the affair, to do the following:
 - Wipe all tables and chairs with clean, damp cloth or sponge if needed
 - Wipe down all counters, appliances and sink areas. Kitchen must be left in good

orderly condition.

- Sweep all floors, and mop spots if needed
- Bag all garbage and debris in polyethylene bags provided by the caterer and remove all garbage, bottles, boxes, etc. from the building. These garbage bags shall be placed in the dumpsters at trash area off the parking lot to the right of community center room.

10. Media Borough will determine if the building and equipment has been left in an orderly condition. Failure to do so will result in extra charges based on the time necessary to return the rooms to proper condition.
11. Caterers are required to sign this agreement form and to place on file with Media Borough Annual Insurance Certificates showing coverage for Workman's Compensation and Liability (property damage and bodily injury). These signed forms and insurance certificates shall be in our possession no later than fifteen (15) days prior to the date of the event.
12. Caterer hereby releases Borough from all responsibilities, and expressly assumes all liability in any action for damages, which may arise from any kind of injury to anyone by and on account of any injury, illness, or death caused by the consumption of food or beverage supplied by user. Caterer shall carry, at their expense, comprehensive general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and death indemnifying and holding harmless Borough from and against claims for injuries and death sustained by persons while on the owner's premises during the period of the agreement. At the time the Caterer's Agreement is submitted, the caterer shall also furnish to Borough a certificate showing that such insurance is in effect thirty (30) days prior to use. The Certificate of insurance shall include Borough as additional named insured therein for the particular event. In the event of a claim or suit by any person or persons for injury, illness, or death caused by the consumption of food or beverage supplied by the caterer or negligence on the part of caterer; caterer further agree to assume all costs (including attorney's fees) of legal defense pertaining to said claim or suit against Borough.

We, the undersigned, do understand the conditions outlined herein and will comply with these regulations as written. Failure to comply with any or all of these Regulations may result in loss of privilege of catering at the Media Borough for an indeterminate period of time.

CATERER _____
ADDRESS _____
SIGNATURE _____ **PHONE** _____
DATE OF EVENT _____ **CLIENT** _____

BOROUGH OF MEDIA
MANSION PARLOR AND COMMUNITY CENTER
USAGE CHECKLIST

Please keep and refer to this list during and after your event.

Please do not use tape on the walls of either room.

1. Wipe down tables and chairs. Please do not put tables or chairs away.
2. Make sure all electrical appliances and lights are turned off.
3. Close and lock all windows.
4. Return heat or air to regular position, as indicated on thermostats.
5. Sweep and mop in Community Center as needed (supplies are in closet between restrooms- blue tagged key).
6. Sweep and vacuum in Parlor as needed (vacuum is located behind red curtain where chairs are stored or in closet before kitchen area).
7. Check all sinks and toilets to make sure they are reasonably clean and are not running or clogged.
8. Bag and remove trash to dumpster (located next to Comm. Center main entrance).
9. Secure and lock all doors with key.
10. Return keys to Police Dispatcher.
11. Remove any signs you may have placed inside or outside. (Please do not place any signs on our Media Borough signs).

Please contact me at 610-566-4305 with questions, concerns or suggestions regarding your use of the Parlor or Community Center.

If you experience any immediate issues such as heating or air conditioning problems, please ask the Police Dispatcher to contact Donald Day or myself.

Thank you for your assistance!
Marissa Lego
Facilities Usage Coordinator