

HALL RENTAL CONTRACT

1. **THE PARTIES.** This Hall Rental Agreement (“Agreement”) made on _____, 20_____, by and between:

Renter: _____ (“Renter”), and

Landlord: Sharon Elks Lodge No. 103 (“Landlord”).

Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **VENUE.** The renter agrees to temporarily lease, occupy, and make use of the Landlord’s space Location at:

- a. Property Address: 260 E Connelly Blvd, Sharon, PA 16146
- b. Additional Description: Check one below
 - Banquet hall only (under 75 person)
 - Banquet hall only (148 person capacity)
 - Banquet Hall and Grill Room (200 person capacity)
- c. Use of Venue: Any legal use under State and local laws.

Hereinafter known as the “Venue.”

3. **LEASE PERIOD.** The Renter shall have access to the Venue for **up to 5 Hours** without overtime:
- a. Date: _____
 - b. Start Time: _____
 - c. End Time: _____

Hereinafter known as the ‘Lease Period.’

4. **RENT.** To lease the Venue, the Renter agrees to pay the Landlord a flat fee in the amount of _____

Hereinafter known as the ‘Rent.’

5. **DEPOSIT.** The Landlord requires payment of \$75 at the time of signing this agreement (“Deposit”). The deposit is in addition to the banquet hall rental fee. The deposit may be returned within ten (10) days after the event if there are no assessments for damage or extra cleaning (such as stains, glitter, burns, dirt, tears or any physical damage to equipment, furniture and/or the structure). If the event is cancelled with less than a seven (7) day notice the security deposit is non-refundable.

6. **OCCUPANCY LIMIT.** There shall be a maximum limit of _____ attendees permitted at the venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter. (see item 2 for limits)

7. **OVERTIME.** If, for any reason, the Renter overstays the Lease Period, the Landlord shall charge the Renter a fee in the amount of \$100 per hour.

8. **AMENITIES.** In addition to delivering the Venue, the Landlord agrees to: (check all that apply)
- **NO Amenities.** The Landlord agrees to only provide the Venue.
 - **Provide Amenities.** In addition to the Venue, the Landlord to make the following amenities available to the Renter: (check all that apply)
 - Additional Bartender.
 - Cleaning service when not using caterer.
 - Other: _____.

a.) Separate Payment. The amenities shall be:

Charged Separately. The amenities are separately as described:

9. **PAYMENT.** The Renter shall be required to pay the Rent upon:
Specific Date. By _____, 20____.

10. **METHODS OF PAYMENT:** The Landlord's acceptable methods of payment are as follows:

Cash

Check (payable to Sharon Elks Lodge No. 103)

Credit Card (Through caterer only with a service charge of 3% will be applied to all credit card purchases)

11. **CHANGES.** The Renter cannot make changes to this Agreement unless the Landlord gives their written consent.
12. **Catering Services.** Persons renting the hall that will be serving prepared menus must use a caterer approved by the Sharon Elks Lodge #103 Events Committee. Menu, equipment and services will be negotiated between the caterer and the person(s) renting the hall. Non-approved caterers will not be authorized to use the Lodge kitchen, supplies and/or equipment. Approved caterer will set the catering rate(s) to be charged and will be responsible for the collection of the same as well as payment of state sales tax owed. The caterer will have a separate catering contract signed in addition to the hall rental contract.
13. **KITCHEN.** Kitchen and equipment use is not authorized when event is not catered.
14. **CLEANUP WHEN NO CATERER.** At the end of the Lease Period, the Renter is responsible for the cleanup of the Venue after the Lease Period. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period. (restoring tables and chairs to original location, clearing debris from tables and facility as well as dumping trash into dumpster)
15. **NO SMOKING.** This is a non-smoking facility. If it is found that any member of the rental party, or guest of the rental party, has smoked inside the facility, your \$75.00 deposit will be forfeited. The entire facility is designated as a No Smoking Area.

16. **ALCOHOLIC BEVERAGES.** Alcoholic beverages shall be dispensed only by the Landlord's bartenders when renting the Grille Room, which bartenders shall have the right to (a) refuse to dispense alcoholic beverages to any individual deemed under the influence of alcohol by the bartender and (b) refuse to dispense alcoholic beverages to any individual appearing to the bartender to be under the legal age to consume such beverages. Remember, serving liquor to minors is illegal and dangerous. The Renter, guests or visitors are not permitted to introduce on to the premises any alcohol, drugs or controlled substances in violation of the Laws of the State of Pennsylvania. All alcoholic beverages, dispensed only by the Landlord's bartenders, shall remain inside the Hall. It is the Renter's responsibility to oversee this activity of their guests and visitors.
17. **GENERAL LIABILITY INSURANCE.** The Renter shall not be required to obtain General Liability Insurance as part of this Agreement. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Lease Period.
18. **DISPUT RESOLUTION.** Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direction negotiation, both Parties agree to see resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of mediation process.
If mediation is unsuccessful, both Parties agree to submit the dispute to finding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgement may be entered thereon. Each Party will bear its own costs and fees associated with arbitration. In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.
19. **HOLD HARMLESS.** The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:
- a. Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of the Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
 - b. Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
 - c. Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

20. **SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally finding unless a court rules than any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforces as so limited.

21. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State where the Venue is located.

22. **ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represent the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____