

RENTAL AGREEMENT

THIS LEASE is made and entered into between Carroll Township, referred to in this Lease as Lessor and _____, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and other good and valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, a portion of the premises situated at 255 Church Road, Shermans Dale, Perry County, Pennsylvania 17090 and more particularly described as EXHIBIT A attached to this Lease, and made a part hereof by reference.

1. The term of this Lease shall be _____ hours, commencing at _____ o'clock __.m. on _____, the _____ day of _____, 20__.
2. Lessee agrees to pay to Lessor, by cash, personal check, cashier's check, or by money order, made payable to "Carroll Township", the total of A. and B. below in consideration of this rental:
 - a. The sum of \$_____ on or before _____. (Rental payment – see Exhibit A)
If the rental payment is paid less than 20 days prior to the rental date, the rental payment must be paid in cash or certified funds.
 - b. The sum of \$_____ on or before _____. (Security deposit in accordance with paragraph 6)

Each of the above payments shall be made by separate check.

3. Lessee agrees to use due care in the use of the premises, the appliances therein, and all other parts of Lessor's property, to pay for all repairs to the premises, its contents, and to all other parts of Lessor's property which are necessitated by any lack of care on the part of Lessee, or his visitors or invitees.
4. If, due to circumstances beyond the Lessor's control, the premises shall not be ready for occupancy at the beginning of the term, the Lessee shall have the right to cancel this Lease. Lessee's remedy shall be limited to such right of cancellation, and upon such cancellation, neither party shall have any further right against the other, save the Lessor shall repay any deposits or monies paid by Lessee to Lessor.
5. Lessor, through its officers, agents or employees, shall have the right to enter the premises to inspect, make repairs or enforce the provisions of this Lease during the term of this Lease.
6. Lessee agrees to pay a security deposit in accordance with 2.b. The security deposit shall be held by Lessor as security for the payment of all rent and other amounts due from Lessee to Lessor, for Lessee's performance of this Lease, and against any damages caused to the premises or any other part of the Lessor's property by Lessee, his family, visitors, invitees or guests. Within thirty (30) days following termination of this Lease, Lessor shall return the security deposit, less any deductions from it on account of amounts owed by Lessee to Lessor, by check made payable to all persons signing this Lease mailed to the following address:

Name: _____

Address: _____

In the alternative, and at Lessor's discretion, Lessor may, within thirty (30) days following the termination of this Lease, return to Lessee at the above stated address, Lessee's uncashed security deposit check.

7. Lessee shall not charge for alcoholic beverages, shall not allow the sale or use of alcoholic beverages, nor shall Lessee charge admission to any function where alcoholic beverages are served nor allow admission to be charged to any function where alcoholic beverages are served.
8. Lessee agrees that he will comply and procure compliance by his family, guests and invitees with the Occupancy Regulations which are attached hereto and made a part hereof by reference (EXHIBIT B).

Lessee agrees to use the premises only for the following purpose (be specific):

Lessee use is non-profit: _____ (No Admission charged/non-profit)

Lessee use is for profit/public: _____ (Admission charged/tickets sold)

Lessee is:

1. Private individual _____.
2. Representative of non-profit group _____.
3. Representative of profit group _____.
4. Resident/Organization in Carroll Township _____.

9. Lessee agrees not to alter the premises nor to do nor to permit any act or practice injurious to the premises, or what may affect the insurance upon the premises.
10. This Lease constitutes the only agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Lease.
11. This agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
12. Lessor shall not be responsible for and is hereby relieved from all liability for any damage, expense, cause of action, suits, demands, judgments, and claims of any nature whatsoever, arising from or by reason of any injury to any person or persons or any damage to any property which may arise from any cause (including, without limitation thereto, negligence of Lessor or its agents, servants or employees), or from present or future structural defects or other conditions in, on or about the Premises or any part thereof or any sidewalks, streets, driveways, rights-of-way or roadways adjacent thereto, or in any manner growing out of or connected with the use and occupancy of the premises or any part thereof by the Lessee or any other party during the term of this Lease or any renewal or extension thereof. Lessee accepts and assumes such liability and agrees to protect, indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense of such claims and demands, arising from the conduct or management of Lessee's use of the Premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees on or about the Premises. In any case of action or proceeding brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, agrees to defend the action or proceeding.
13. If Lessee holds over and wrongfully continues in possession of the leased premises after expiration of the term of this Lease or any extension of that term, Lessee will be deemed

to be occupying the premises at sufferance, without limitation on any of Lessor's rights or remedies thereunder subject to all of the terms and conditions of this Lease except that the fixed rent shall be increased to twice the fixed rent.

14. Upon the expiration or other termination of the tenancy hereby created, as provided herein, Lessee shall surrender the Leased Premises in the same condition as upon delivery of possession under this Lease (or in such condition as was thereafter improved by Lessor or Lessee pursuant to the terms of this Lease), reasonable wear and tears excepted. Lessee shall surrender all keys for the Leased Premises to Lessor by placing the keys in the key drop box after ensuring that all external entrances have been locked. Should Lessee fail to return all keys to the Leased Premises, a fee of twenty-five (\$25.00) dollars per key shall be charged to Lessee and Lessee shall pay the same to Lessor.
15. Cancellation policy is as follows:
 - a. If the Lessee cancels fifteen (15) days or more prior to the day agreed for rental, one hundred (100%) percent of the full rental amount will be refunded to Lessee.
 - b. If the Lessee cancels fourteen (14) days or less prior to the day agreed for rental, fifty(50%) percent of the rental will be refunded to the Lessee.
16. Intending to be legally bound, the parties hereto, have hereunder set their hands and seals the day and year first above written to duplicate originals.

LESSOR:
CARROLL TOWNSHIP

By: _____
Agent for Carroll Township

Address: 50 Rambo Hill Road
Shermans Dale, Pa 17090

Phone: 717-582-8200

LESSEE:

Name: _____

Address : _____

Phone: _____

EXHIBIT A

PORTION OF PREMISES LEASED

1. Meeting Hall – the Lessee shall have the use of the meeting hall, work room, stage and restrooms (the sound system is not included). Lessor shall not provide any paper goods or other supplies nor may the Lessee use any of the Lessor’s paper goods or other supplies from the premises. Rental amount \$_____.

2. Basement – the Lessee shall have the use of the basement and access to the upstairs restrooms. Rental amount \$_____.

3. Basement w/Kitchen – the Lessee shall have the use of the basement and kitchen area and basic kitchen facilities. Lessor shall not provide any paper goods or other supplies nor may the Lessee use any of the Lessor’s paper goods or other supplies from the kitchen. An authorized agent of the Lessor may be present during the use of the kitchen to assure safety and proper use of equipment. Rental amount \$_____.

4. Pavilion. Rental amount \$_____.

5. Other (Specify) - _____

Rental amount \$_____.

Date: _____

Lessee

EXHIBIT B

OCCUPANCY REGULATIONS

MEETING HALL

1. All tables and chairs shall be placed on racks for storage at the termination of the rental.
2. No decorations may be attached to the walls, ceilings, doors, or other surfaces.
3. No helium balloons may be used. Ceiling fans shall not be turned on if balloons are being used. If any damage occurs to ceiling fans as a result of the disregard of this provision, Lessee shall be fully responsible for any such damage.
4. No sliding of any equipment across the stage floor shall occur.
5. The stage siderooms are not included in rentals.

BASEMENT

1. All tables and chairs shall be returned to the same position as they were found by the Lessee.
2. Decorations may be attached with masking tape (no scotch tape or duct tape shall be placed on any surface).
3. If weather permits, the outside basement entrance should be used to access the upstairs restrooms. In the event it is necessary to go through the meeting hall to get to the restrooms, individuals should be considerate and quiet when going through the meeting hall and while occupying the restrooms.

KITCHEN

1. The kitchen door shall be unlocked if the Lessee chose to rent the kitchen and is locked if the Lessee chose not to rent the kitchen.
2. The kitchen rental includes the room only with use of the electric stove/oven and the residential refrigerator. Counter/table tops appliances, utensils, etc., are not included.
3. If using the dropout table from the kitchen, two chairs must be used for support to ensure that the table does not collapse during use.

PICNIC PAVILION

1. Lessee shall, at the termination of the Lease, clean the tables and sweep the pavilion area.
2. No wood fires or charcoal grills are permitted at the pavilion.
3. No nails, screws or tacks may be used on the pavilion or picnic tables.

MEETING HALL/BASEMENT/KITCHEN

1. The Lessee's cleaning should include sweeping all floors, spot mopping floors and wiping off tables and chairs as necessary.
2. Check that all lights are turned off and all bathroom toilets have been flushed.
3. Secure all doors and double check to be certain they are locked.
4. All exterior doors and windows shall be kept closed at all times.
5. Lessee shall not adjust or turn off the heating/cooling system.
6. The storage cabinet at the bottom of the basement stairs contains janitorial supplies and trash can liners.
7. Lessee should be mindful of the guest's conduct in the restrooms, especially children that should have adult supervision or assistance.

MEETING HALL/BASEMENT/KITCHEN/PICNIC PAVILION

1. All trash receptacles are to be emptied and litter to be picked up. All trash and debris are to be removed from the premises by the Lessee. The Lessee is responsible for any trash, litter, debris, etc., remaining on the parking lot, in the building or on the grounds, including aluminum cans, cups, etc.

EXHIBIT B

OCCUPANCY REGULATIONS

PROHIBITED ACTS

1. Possession or use of alcoholic beverages.
2. Use of tobacco products.
3. Possession or use of illegal substances.
4. Possession of any type of firearms, bows and arrows, airguns, slingshots, paintball guns, fireworks or lethal or dangerous weapons.
5. Boisterous, immoral or indecent conduct.
6. Damaging, defacing, destroying or removing any Township property, sign, structure, equipment or other material.
7. Operating, stopping or parking any vehicle except on designated roads and parking areas.
8. Operating any unlicensed ATV or motorcycle on the premises.
9. Operating any vehicle or bicycle in a reckless or negligent manner.
10. Standing on picnic tables.
11. Meetings, rallies or assemblages except as previously approved by Carroll Township in writing.
12. Any activity involving the use of animals except with prior approval of the Township in writing.
13. Standing on, moving, or defacing any grave markers in the Cemetery.
14. Driving of nails or other hardware, carving or painting in/on any trees.
15. Camping or use of wood fires or charcoal grills.

Date: _____

Lessee