



## **HISTORIC BROOKVILLE, INC. TOWN SQUARE RENTAL CONTRACT**

The town square is owned, operated and administered by Historic Brookville Incorporated. The Renter agrees to respect the grounds, buildings, furnishings, and equipment.

### **BOOKING GUIDELINES**

- Space will be booked only when a completed, signed and approved application is on file.
- Rentals are only allowed to persons 21 years of age and older.
- HBI may terminate any rental when it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of the Borough of Brookville, or deemed necessary for public interest. No liability will be incurred by HBI or its members, by reason of such termination, and no rebates, refunds, fees, rents or deposits will be made solely because of termination.
- Renter shall not assign or sublease any portion of the premises, or any rights under this permit without prior approval from HBI. Any such assignment or sublease shall be void and HBI shall have the right to exclude any persons from the property attempting to exercise any rights or privileges under such assignment or sublease.
- Cancellations: Rental fees are 100% refundable 30 days or more prior to rental date; 25% of the rental fee will be charged for cancellations received between 29 days and 14 days prior to rental date. Changing or cancelling a date less than 14 days prior to the rental date results in complete forfeiture of the fees.
- If a scheduling conflict between two parties arises, The HBI Board will communicate with both parties in an effort to resolve the conflict. If the parties are unable to agree upon a solution, the first request received by HBI will be given priority.

### **RENTAL FEE**

\$25.00 Rental

\$100.00 Security Deposit

### **PAYMENT SCHEDULE**

- All fees & deposits are due the day of the reservation. Paperwork and insurance are due at least 15 days before the event. Reservations will not be confirmed until the forms, deposits and fees have been received and approval granted.

### **CANCELLATION POLICY**

- Rental fees are 100% refundable 30 days or more prior to rental date.
- 25% of the rental fee will be charged for cancellations received less than two weeks prior to rental date.
- Changing a date less than two weeks prior to the rental date is treated as a cancellation and rebooking, therefore the above penalties apply.

## OTHER POLICIES

- Enforcement of "NO Smoking" and "NO Alcohol". HBI prohibits any tobacco products, Alcoholic beverages or controlled substances on Town Square property. Violations may result in immediate termination of event.
- Decoration Rules. No tape that damages, or nails, staples or hooks should be used.
- Loss, Theft, or Property Damage. The Renter assumes liability for loss, theft and property damage or personal injury and shall be responsible for the payment of any and all damage to the Town Square, whether it caused by the Renter, the Renter's exhibitors, attendees or contractors.
- **Children under 18 years of age.** No child should be unattended in the facility for any reason at any time whatsoever. An adult 21 years of age or older must accompany any groups or individuals under the age of 18.
- **No vehicles** allowed in the park.
- **No activity** is allowed on the sidewalk of Main Street.
- **No Endorsement.** Permission to meet in the Town Square in no way constitutes endorsement by HBI of the policies or beliefs of the organization or individual(s) using the property. No advertisement or announcement implying such endorsement is permitted.
- The Renter further agrees that it will exercise reasonable care and will not:
  - a. Leave the Town Square unattended at any time.
  - b. Damage or disturb any landscape.
  - c. Damage or deface any structure or property.
  - d. Allow noise levels to exceed those permitted by the Town ordinances and State Laws.
  - e. Allow smoking, alcohol, or controlled substances inside the property at any time.
  - f. Allow pets inside the facility at any time, with the exception of service dogs.
- The Renter agrees that should any questionable circumstance arise during the rental, that HBI shall be the final arbiter. HBI reserves the right to stop functions that violate the terms set forth in this contract. Under those circumstances, visitors may be asked to leave the premises, and the damage/cleaning deposit be forfeited.

## GOVERNING LAW AND INDEMINIFICATION

The Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of Historic Brookville, INC., Borough of Brookville, State of Pennsylvania, and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connection with the use and occupancy of the Town Square. The Renter shall hold harmless, defend and indemnify the Town and its official, employees and agents for and against any and all claims, losses, causes of action, judgments, damages and expensed, including , but not limited to the attorneys' fees, because of bodily injury , sickness, disease or death or injury to or destruction of property or any other injury or damage resulting form or arising out of (a) performance or breach of this Rental Contract by the Renter, (b) the Renter's use of the Town Square or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, or its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees.

## INSURANCE

Event liability coverage is the Renter's responsibility. A CERTIFICATE OF LIABILITY from the Renters insurance company is required to reserve the Town Square. The commercial Renter will be required to secure Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which names HBI Inc. as an additional insured. HBI reserves the right to waive insurance coverage.



**Historic Brookville, Inc.  
Town Square Usage Application**

Name of Organization: \_\_\_\_\_

Contact/Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Security Deposit & Rental Fee - \$100.00 security deposit / \$25.00 rental fee

Describe the Nature of the Function or Event: \_\_\_\_\_

Attendance Expected: Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Event/Function Date(s): \_\_\_\_\_

Event/Function Times: Start: \_\_\_\_\_ Finish: \_\_\_\_\_

Which Category do you fall under: (please circle one)

Recreation / Business / Civic / Social / Other

Will you be bringing any additional equipment (i.e. amplifiers, tents, generators, etc.) or

Vendor into or on the property?

Insurance: Event liability coverage is the Renter's responsibility. A CERTIFICATE OF LIABILITY from the Renters insurance company is required to reserve the Town Square. The commercial Renter will be required to secure Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate, which names HBI Inc. as an additional insured. HBI reserves the right to waive insurance coverage.

Date: \_\_\_\_\_

X \_\_\_\_\_

Signature of Applicant

\_\_\_\_ Received Copy Of Rental Agreement

X \_\_\_\_\_

Signature of HBI Board Member

To be completed by HBI, Inc.  
Certificate of Insurance Received \_\_\_\_  
Approved on: \_\_\_\_\_ By HBI Representative: X \_\_\_\_\_