

**“NO SMOKING IN THE BUILDING”
BEAR CREEK LAKES CIVIC ASSOCIATION
RECREATION HALL RENTAL AGREEMENT**

This Recreation Hall Rental Agreement (hereinafter referred to as "this Agreement") is made this date day of Month, Year, by and between the Bear Creek Lakes Civic Association, Inc. a Pennsylvania Not For Profit corporation (hereinafter referred to as the "Lessor"), with its office located at 57 Pool Drive, Jim Thorpe, Pennsylvania, and Member's Name of Member's Address (hereinafter referred to as "the Lessee" or the Lessees").

1. Description of the Premises Rented

The lessor hereby rents to the Lessee(s) the main floor of the Bear Creek Lakes Civic Association Recreation Hall, known as "Stewart Hall, located at 57 Pool Drive, Jim Thorpe, Pennsylvania (hereinafter referred to as "the premises").

2. Term of the Lease

The Lessor hereby rents the premises to the Lessee(s) for the period (not to exceed 6 hrs.) from time o'clock a.m. /p.m. on Date to time o'clock a.m. /p.m. on Date, upon the terms and conditions as provided herein.

3. Rental Amount

The amount of rent for the premises under this Agreement is Fifty dollars (\$50.00), which is payable, in advance, by the Lessee(s) to the Lessor. **Effective Jan.1, 2015, the rental fee is \$50.00.

4. Security Deposit

The Lessee(s) agree to pay to the Lessor, upon the execution of this Agreement and prior to the commencement of the term of this Agreement, a security deposit in the amount of one hundred dollars (\$100.00), as security for the full and timely performance by the Lessee(s) of the terms and conditions of this Agreement and said security deposit shall be used by the Lessor to pay for any repairs to be made to the premises for damages, over and above "normal wear and tear", caused by the Lessee(s) or any cleaning required to be performed by the Lessors as a result of the use of the premises by the Lessee(s).

5. Use of the Premises

The premises are to be used by the Lessee(s) solely for the purpose of Reason for rental (Birthday party, Shower, etc.) and the Lessee(s) shall not use or permit the use of the premises for any other purpose without the express prior written permission of the Lessor. The maximum number of persons attending this function will not exceed 60 persons.

The Lessee(s) shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy. The Lessee(s) shall not keep or use anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance. The Lessor reserves the right, in its sole discretion, to require a certificate of insurance.

6. Acceptance of the Premises

The Lessee(s) agree that they are accepting the premises 'AS IS'. The Lessee(s) further agree that their acceptance of the premises shall act as an acknowledgment that the Lessee(s) had inspected the premises and that it was in a good state of repair and in sanitary condition at the commencement of the term of this Agreement. The Lessee(s) agree that the Lessor has made no statements or covenants with respect to the adequacy of the premises for the Lessee(s) intended use.

7. Presence of Lessee at all Times

At all times during lease term, the Lessee shall be personally present at and upon the premises and be fully responsible for the actions and conduct of Lessee(s) and Lessee(s) guests and invitees.

8. Maintenance, Repair and Cleaning of the Premises

The Lessee(s) shall keep the premises in good order and repair at all times during the term of this Agreement. The Lessee(s) shall be responsible for any repairs necessitated by the actions of the Lessee(s) or their invitees or guests and also any repairs necessitated by the failure of the Lessee(s) to keep the premises in good order and repair. The Lessee(s) shall leave the premises in as clean a condition as it was at the commencement of the term of this Agreement. Immediately upon the end of the lease term, the Lessee shall fulfill the Lessee's obligation to clean the premises provided in this paragraph. The Lessee(s) shall reimburse the Lessor for all costs of cleaning or repairs to the premises made necessary by the Lessee(s) failure to comply with this paragraph.

9. Entry on the Premises by the Lessors

The Lessor reserves the right for itself, agents, and/or employees to enter onto the premises during the term of this Agreement to determine compliance by the Lessee(s) with the provisions of this Agreement and/or to perform any required maintenance and repairs upon the premises and the Lessee(s) shall permit the Lessor, its agents and/or employees, to do so.

10. Destruction of the Premises

If the premises, prior to the term of this Agreement, shall be destroyed by fire or other casualty or become unfit for the Lessee(s)' intended purpose, then this Agreement shall at once become null and void and all obligations of the parties under this Agreement shall be terminated and the Lessee(s) shall have no cause of action against the Lessor due to the unavailability of the premises for the Lessee(s)' intended use.

11. Assignment and Sublease

The Lessee(s) shall not assign any rights or duties under this Agreement nor sublet the premises or any part thereof, nor allow any other person to occupy or use the premises without the prior written consent of the Lessor. A consent to one assignment, sublease or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease or occupation or use by another person. Any assignment or subletting without consent of the Lessor shall be void.

12. Liability of the Lessor

The Lessee(s) waive all claims against the Lessor for damages to goods or for injuries to persons on or about the premises from any cause arising at any time during the term of this Agreement. The Lessee(s) shall indemnify the Lessor on account of any damage or injury to any person, or to the goods of any person arising from the use of the premises by the Lessee(s) or arising from the failure of the Lessee(s) to keep the premises in good condition as provided herein. The Lessee(s) agree to pay for all damage to the premises as well as all damage or injury suffered by occupants thereof caused by the use or misuse of the premises by the Lessee(s).

13. Agreement contains All Understandings

It is expressly understood by and between the parties that this Agreement sets forth all the promises, agreements, conditions and understandings between the Lessor and the Lessee(s) relative to the premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between the Lessor and the Lessee(s) other than are set forth in this Agreement. It is further understood and agreed by the parties that, except as may be otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Lessor or the Lessee(s) unless reduced to writing and signed by them.