

THE EVENT CENTER BY CORNERSTONE

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event Location: 46 North Sugan Road, New Hope, PA 18938 – Banquet Room

Event Date(s): _____

Event Start Time: _____ Event End Time: _____

Set-Up Time: _____ Exit Time: _____

Type of Event: _____ (“Event”)

Anticipated Number of Guests: _____ (see **CAPACITY** section)

Name of Licensed Caterer being used _____ (subject to approval)

Alcohol at Event: Yes No (If yes, Client/Renter must comply with all applicable sections of this Agreement/Contract)

Wording on Road Side Sign Board (during Event): _____

Event Host/Sponsor/Organization: _____ (“Client/Renter”)

Primary Contact: _____

Preferred Phone: _____ Email: _____ Text: _____

Secondary Contact: _____

Preferred Phone: _____ Email: _____ Text: _____

Emergency Contact: _____

Preferred Phone: _____ Email: _____

Address: _____ City: _____ State: ____ Zip: _____

Client/Renter Initials _____

Details/Special Requests (including Room layout requests):
(Attach separate page if necessary)

NOTE: The standard rental time (Event Start Time to Event End Time) is based upon the Event lasting up to 4 hours and includes one (1) Event monitor staff during the Event, unless noted differently in this Agreement/Contract. More time, if needed or requested, may be subject to additional fees. It is understood that your Event may be longer or shorter than 4 hours.

For use on the Event date and time stated above, a breakdown of services and fees will be:

Venue Fee:	_____
Additional Event Time Desired (@ \$_____/hour):	_____
Set Up/Room Layout/Breakdown Time:	_____
Use of Kitchen/Bar Facilities (subject to Landlord's approval of Caterer):	_____
Additional Event Monitor Staff Required (@ \$_____/hour):	_____
Other Services/Supplies _____:	_____
Total Fee Due	_____

Total Fee Due of \$_____ is due and payable based on the schedule listed in this Agreement/Contract. Cash, check, and some credit cards are accepted. Payment by credit card will incur an additional 3% fee over the Total Fee Due stated above.

Client/Renter Initials _____

(ALL PAYMENTS SHOULD BE MADE to THE EVENT CENTER by CORNERSTONE, LLC, hereinafter referred to as "Landlord" and mailed to: PO Box 1308, Doylestown, PA 18901).

Date-Hold Deposit (Non-Refundable): Due Date: _____ Amount: _____

Remaining Balance Payment: Due Date: _____ Amount: _____

Security Deposit (Refundable): Due Date: _____ Amount: _____

All balances must be payable to Landlord 30 days in advance of the Event. If the balance has not been paid in full 30 days prior to the earliest Event Date, the Landlord has the right to cancel your Event.

In addition to the Total Fee Due, Client/Renter may be required to pay a Security Deposit under the terms and conditions noted in the Security Deposit and Damage(s) section of this Agreement/Contract.

All deposits and payments are non-transferable and this Agreement/Contract is not assignable by the Client/Renter without the prior written consent of the Landlord. Other billable fees or requested expenses or staffing costs will be quoted and detailed on separate invoices, as costs are determined or necessary. All additional expenses not listed in this Agreement/Contract will be estimated and approved prior to being incurred.

CONDITIONS AND RESPONSIBILITIES OF CLIENT/RENTER:

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping the facility a well maintained and safe location for future use.

SECURITY DEPOSIT AND DAMAGE(S)

A security deposit check of \$_____ made payable to Landlord is required. Please note that this deposit is separate from the Total Fee Due to secure the Event Date and space. This deposit will be refunded within three (3) business days following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to Landlord. However, if any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage, floor gouges, damaged or stolen equipment or other damage) Client/Renter will be charged and deducted from the Security Deposit. The caterer, if used, must clean the kitchen premises within two (2) hours following the Event End Time leaving it in the same condition and working order as at the start of the Event. Failure to remove trash, etc. or clean will result in additional fees and will be subtracted from the Security Deposit. If the Security Deposit is not sufficient to cover any damages or charges, Client/Renter agrees to pay any remaining balance to Landlord within five (5) business days of being invoiced for such damages or charges.

INSURANCE REQUIREMENTS:

- A. CLIENT/RENTER. If Client/Renter is a person/individual or couple (other than a business entity, non-profit organization or other association, etc.), the Client/Renter must provide proof of homeowners insurance and/or obtain Special Events liability insurance (including Host Liquor liability, if any alcohol is to be present), at their own cost, naming The Event Center by Cornerstone, LLC as an additional insured. If Client/Renter is a business, non-profit organization or other association, etc. the Client/Renter must provide a Certificate of Insurance (including Host Liquor liability, if any alcohol is to be present) naming The Event Center by Cornerstone, LLC as an additional insured. The insurance must provide and maintain general liability and personal property damage insurance and insuring the facility and Landlord,

employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Client/Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises, parking lot and sidewalks. The insurance required hereunder, including applicable Host Liquor liability, shall have a single limit liability of not less than \$2,000,000, and general aggregate liability of not less than \$2,000,000. All proof of insurance or Certificates of Insurance must be provided to Landlord 30 days in advance of Event or Client/Renter risks the Event being cancelled for failure to provide required insurance coverage.

- B. CATERERS AND CONTRACTORS. Each contractor employed or contracted with by Client/Renter to provide such services as catering (food and beverage, including alcoholic beverages), music, photography, video recording, etc., must provide a Certificate of Insurance naming The Event Center by Cornerstone, LLC as an additional insured. The minimum limits of covered for each contractor are:

General/Umbrella Liability - \$2,000,000

Liquor Liability, if applicable- \$2,000,000

Workers Compensation – Statutory Limit

LIABILITY:

Client/Renter agrees to indemnify, defend, and hold Landlord, Landlord owners, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Client/Renter, its employees, and agents of alcoholic beverages at facility. In the event, the Landlord, Landlord owners, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this Agreement/Contract, Client/Renter agrees to pay the Landlord, its owners, officers, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Landlord including all collection expenses and interest due.

LOCAL, COUNTY, STATE AND FEDERAL LAWS:

Client/Renter agrees to comply with all applicable Local, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client/Renter or any caterer/contractor shall NOT sell alcohol on premises at any time. Client/Renter or any caterer/contractor may NOT serve alcohol to minors on the premises at any time. Client/Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Landlord reserves the right, in its sole discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Landlord or the safety of its staff, guests, or building contents. Please be aware if Landlord or Landlord staff witness any illegal activity on the premises, the local police department and authorities will be notified and called to the premises.

CAPACITY:

Client/Renter understands that the maximum capacity for this Event is _____ people and the Event will not exceed this limit. Landlord, at their sole discretion, can cancel the Event during any time the Event is going on, if the Event capacity exceeds this stated number. In addition, Client/Renter acknowledges and understands that the Event space being rented is only the Banquet Room (unless Kitchen Use has also been contracted for specifically in this Agreement/Contract) and

their guests must be confined and limited to the Banquet Room. Use of the public restrooms in the foyer lobby is permitted, but no congregation or loitering after such use is allowed

CANCELLATIONS:

If Client/Renter cancels the Event more than 30 days prior to the date of the Event, the Client/Renter agrees that Landlord will maintain the Date Hold Non-Refundable deposit as sole remedy and each party has no further obligations towards each other under this Agreement/Contract. If Client/Renter cancels the Event within 30 days prior to the Event, Client/Renter agrees that Landlord will maintain all payments paid by Client/Renter as sole remedy and each party has no further obligations towards each other under this Agreement/Contract, as Client/Renter agreement to rent the above Event Date may cause the loss of additional bookings or business to the Landlord. In addition, expenses incurred such as rentals or purchases necessary to produce your Event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation.

DESIGNATED EMERGENCY RESPONSE FACILITY NOTICE: Client/Renter hereby acknowledges that the Event facility is a designated emergency response location. In the event of a DESIGNATED EMERGENCY, as such may be declared by ANY local, state or federal authority, the New Hope Eagle Fire Company shall be entitled to immediate and unlimited possession of the Event facility. New Hope Eagle Fire Company’s possession shall extend for the duration of the declared emergency and for a period of forty-eight (48) hours thereafter. LANDLORD SHALL NOT BE LIABLE TO CLIENT/RENTER FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE NEW HOPE EAGLE FIRE COMPANY’S POSSESSION OF THE EVENT FACILITY DURING SUCH DESIGNATED EMERGENCY THAT MAY BE DECLARED AND REQUIRING THE CLIENT/RENTER EVENT DATE BEING CANCELLED. If your event needs to be cancelled under this provision, Landlord will provide as much notice as reasonably possible to inform Client/Renter that the event is being cancelled for a DESIGNATED EMERGENCY. Landlord will make contact (either by phone, text or email) with the Client/Renter within twelve (12) hours of Landlord being notified by the New Hope Eagle Fire Company’s notice to Landlord of the location being used for a Designated Emergency which time period involved would prevent the above Event date from occurring. If the Client/Renter’s Event is cancelled as a result of a Designated Emergency, Landlord will work with Client/Renter to reschedule the Event, if possible. If it is not possible to reschedule the Event to the mutual satisfaction of the Landlord and Client/Renter, the Landlord agrees to refund to Client/Renter 100% of all payments made less any direct Event expenses incurred by Landlord.

Client/Renter Initials to Acknowledge above Designated Emergency Response Notice _____

SITE DECORATION:

The Landlord wants to make every event here a special and a welcome experience. Therefore every effort will be made to allow Client/Renter to prepare decorations reflecting their creative requirements. We ask that only the Landlord rearrange and move any furnishings, including artwork, lighting or seating. No nails, screws, staples or penetrating items should be used on the walls, ceiling or floors. Any tape or gummed backing materials (NO duct tape allowed – see Landlord for approved tape materials allowed) must be properly removed at the conclusion of the Event and any damage will be deducted from the Security Deposit. No glitter or foil (non-paper) confetti is allowed on site.

CONDUCT:

There is absolutely no drug use or smoking of any kind tolerated on the premises or within twelve (12) feet of the building including loitering or congregating outside on the sidewalk or parking lot areas at any time during the Event. Guest parking may NOT include parking in the designated Fire Company parking spaces located at the entrance of the premises. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion.

Client/Renter Initials _____

Client/Renter and guests shall use the premises in a considerate manner at all times. No Client/Renter guests or invitees at the Event may loiter in the parking lot or in other outside areas or in other non-designated areas. Use of the parking lot is restricted to parking and NO other activities will be allowed outside the building or in non-designated areas for this Event, such usage will be a conduct violation under this Agreement/Contract. Conduct deemed disorderly at the sole discretion of the Landlord and its employees shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the rental fee shall be made for any conduct violations. No pets or animals allowed at the Event unless a service animal.

NOISE:

Client/Renter agrees to control the noise level at the Event such that it is not to disturb neighboring occupants or the general public. In the event that Client/Renter's Event creates a disturbance due to high noise volume, Client/Renter shall immediately reduce the volume. If repeated disturbances are created, the Landlord, at their sole discretion, can expel the Client/Renter and any of their guests from the facility. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to Client/Renter.

Note: Music must end by 11:00 p.m. during weeknights and by 11:30 pm on weekends. Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

LOST AND FOUND:

The Landlord bears no responsibility or liability for personal effects and possessions left on premises during or after any Event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

ENTRY AND EXIT:

Client/Renter agrees that Landlord and Landlord staff may enter and exit premises during the course of the Event. A representative of the Landlord will be on-site during your entire Event and will be checking periodically with the responsible parties to insure everything is going smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

OUTSIDE CATERING AND CONTRACTORS:

Any caterer (must be approved in writing by Landlord in advance) and/or outside contractors, vendors, companies, and/or institutions (such as music, photography, video recording, etc.) MUST provide a Certificate of Insurance naming The Event Center by Cornerstone, LLC as an additional insured. Caterers must also provide a copy of their applicable License(s) and Certificate of Insurance with coverage as specified in the **INSURANCE REQUIREMENTS** section to Landlord, naming The Event Center by Cornerstone, LLC as an additional insured. If alcohol is being provided by the Caterer, Caterer must also provide proof of Liquor Liability Insurance coverage acceptable to Landlord and a copy of Caterer's offsite premise liquor license issued by State of Pennsylvania.

There can be no open flames or frying allowed on site or any cooking that will create a large amount of smoke. Client/Renter is ultimately responsible to ensure that Caterer has thoroughly cleaned the kitchen and bar areas within two (2) hours of the Event End Time. Client/Renter is ultimately responsible for the conduct and behavior of any employed or contracted vendor present at the Event.

All valid licenses and certificates of insurance must be provided to Landlord 30 days in advance of Event or Client/Renter risks the Event being cancelled for failure to provide required insurance coverage.

ALCOHOL ON PREMISES (including Parking Lot and Grounds):

For this Event, alcohol will be provided by Client/Renter _____; Approved Caterer _____ or Alcohol will NOT be present/allowed _____ during this Event. If Alcohol of any nature is to be provided at the Event, then Client/Renter must comply in full with the terms of the **LOCAL, COUNTY, STATE AND FEDERAL LAWS; INSURANCE REQUIREMENTS and OUTSIDE CATERING AND CONTRACTORS** sections of this Agreement/Contract including providing Landlord with appropriate insurance coverage and liquor licenses, if applicable. In addition, no alcoholic beverages are permitted to be served to anyone under twenty-one years of age. The consumption of alcoholic beverages by persons under the legal drinking age is strictly prohibited. All alcoholic beverages must be served for immediate consumption at the Event. The Client/Renter and their agents, servants and/or contractors will take every reasonable precaution to avoid serving alcohol to guests who appear to have reached their alcoholic limit. The Client/Renter will exert their best care and effort to ensure that no guest leaves the Event impaired by the consumption of alcoholic beverages as Client/Renter is ultimately liable for the safety of your guests.

If alcohol was NOT to be present at the Event but during the Event alcohol is found to be present, Landlord, at its sole discretion, shall have grounds for immediate cancellation of the Event and expulsion from the premises and conclusion of the rental period. In such cases NO refund of the rental fee shall be made

CLEANING, TRASH & EQUIPMENT REMOVAL:

The Event facility will be in a clean condition prior to your event. Within two (2) hours following the event, Client/Renter is required to return the space to the same clean condition in which it was found. All equipment, furnishings or supplies must be removed no later than two (2) hours following the Event End Time, unless other arrangements have been agreed to in writing.

DISCLAIMERS:

The Event facility/space shall be provided by the Landlord as-is and Landlord makes no warranty regarding the suitability of the facility/space for the Client/Renter’s intended use.

Client/Renter acknowledges that any arrangements and understandings involving a caterer is solely between the Client/Renter and the caterer and Landlord bears NO responsibility or liability related to any issues or disputes that may arise regarding the use of such caterer, caterer’s service staff, food quality, preparation and other services and supplies being provided by the caterer or services provided by any contractor/vendor. Client/Renter acknowledges that the Landlord is only providing Event space and other services listed on page 2 of this Agreement/Contract to Client/Renter for the Event.

This Agreement/Contract constitutes the entire agreement and understanding between Client/Renter and Landlord, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement/Contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement/Contract. The parties can only modify the terms of this Agreement/Contract by written mutual consent.

This Agreement/Contract shall be construed in accordance with, and governed in all respects by, the laws of the State of Pennsylvania.

Client/Renter Initials _____

A signed and executed Agreement/Contract by both parties and the non-refundable date hold deposit must be received and funds cleared to reserve your Event date and times.

Acknowledged, Agreed and Authorized by _____, Client/Renter,

Date: _____ Title: _____

Acknowledged, Agreed and Authorized by _____, Landlord

Date: _____ Title: _____

The Event Center by Cornerstone, LLC
PO Box 1308
Doylestown, PA 18901
(215) 589-8473

Client/Renter Initials