

Union Meeting House CONTRACT AND CONDITIONS

1. Deposit is due upon reservation of the Union Meeting House. Balance due 60 days prior to rental date. **Serving Alcohol** Yes No - If serving Alcohol you are required to obtain a Million Dollar Event Insurance Policy. You can obtain from your insurance agent it's not too expensive. Marietta Restoration Associates must be named on the insurance & we'll need a copy. Insurance only needed if serving alcohol.

Please Sign if you agree to these terms:

Print Name Sign Name Date

2. No smoking is permitted in the building. Smoking is permitted on the grounds, provided that butts and other refuse are deposited in the appropriate receptacles (which you must supply & discard). General cleanup after the event is the responsibility of the renter. Leave it as you found it. There is no need to move the tables & chairs upstairs they can remain downstairs. Tables must be stacked with chairs against the stacked tables. Do not stack/lean chairs & tables along the walls. A vacuum, brooms/mops & some cleaning products are in the kitchen. Premises must be left in condition suitable for immediate re-rental (as you found it). Do not use any cleaning products on the surface of the refrigerator we will handle. ***Garbage & Recyclables must be taken away by the renter. Trash Cans & Recycle bins is available.** Line the recycle bins with heavy duty garbage bags so that you can take your recyclables with your trash. **Commercial Coffee Pot** available for your use. Plug into the outlet located on the kitchen sink base only please – it pops the breakers (breaker box on wall to left of kitchen sink). Fill coffee pot with water, put the basket in, put the coffee in the basket & put on the lid & plug in. The coffee pot light will not show red until the coffee is finished brewing you'll hear it percolating. After use rinse out & leave upside down in sink so that it thoroughly dries – we'll put away. **AIR CONDITIONING – TURN OFF AT THE END OF YOUR EVENT – if using HEAT LOWER TO 55 AT THE END OF YOUR EVENT.**

3. Set up and tear down of seating and tables, and procurement of additional seating and tables, is the responsibility of the renter. Renters must provide their own paper towels, toilet paper, garbage bags, hand soaps, etc.). Rental includes use of facilities, kitchenette, restroom, tables and chairs.

4. **PARKING:** Guests may not park in the Post Office Parking Lot. Guests may park on the street(s) or in a parking lot at the Waldorf School 15 W. Walnut St., located one block away behind the Museum across from the Union Meeting House. You can pull at least 2 vehicles up close to the fence to unload but they cannot remain there once unloaded.

5. Event Rental is 8:00 am to Midnight (which is when the music must end) you make stay until 2:00 am if you need to clean up the same day.

6. No items may be taped or tacked on the walls or ceiling (you can tie or you can use **COMMAND PRODUCTS by 3M**). Tents/canopies are not permitted outside. Electrical appliances are preferred to open flame. Candles are permitted preferably in (hurricane-type holders) If you must use chafing dishes please make sure they are supervised. **Helium Balloons are not permitted - we cannot get them down without scaffolding if they drift to the ceiling.**

7. Renter shall permit access to the scheduled event by the designated representative of Marietta Restoration Associates. Renter agrees that the Marietta Restoration Associates representative shall have the authority to demand that individuals whose behavior is not acceptable leave the rented premises or terminate the event if, in the opinion of the representative, the continuation of the event poses a threat to the safety of persons or property or if any violation of law, including law as relative to alcoholic beverages, is threatened or has occurred. If the event is terminated by the MRA representative, no refund of the rental fee shall be due the renter. The renter is advised that the Borough of Marietta has enacted a Noise Ordinance which the renter is expected to observe.

8. Marietta Restoration Associates reserves the right to use any photos provided by the renter of the event held at Union Meeting House for promotional or advertising purposes.

9. This contract constitutes a license to use the building and grounds only for the purpose specified herein and for the limited time specified herein. This contract does not create a Landlord/Tenant relationship within the meaning of the Pennsylvania Landlord/Tenant Act. Renter agrees that should Renter fail to return possession of the building and grounds to Marietta Restoration Associates shall be entitled to immediate injunctive relief. No endorsement of the Renters activities or event by Marietta Restoration Associates is implied or intended by this contract.

10. Marietta Restoration Associates and the Borough of Marietta shall not be liable to Renter, or any of its agents, employees, servants or invitees, for any damage to person or property due to the condition of design or defect in the building, it's mechanical systems, or its sidewalks or parking areas which may exist or subsequently occurs, and Renter with respect to himself or herself or his or her agents, employees, servants, invitees, hereby expressly assumes all risks and damage or person and property, either proximate or remote, by reason of the present or future condition of the rented premises.

11. Renter agrees to indemnify and hold Marietta Restoration Associates and the Borough of Marietta harmless of, from and against all claims, actions, damages, liabilities and expenses asserted against MRA and the Borough of Marietta on account of injuries to person or damage to property when and to the extent that any such damage or injury may be caused either proximately or remotely, wholly or in part by any act or omission, whether negligent or not, or MRA and the Borough of Marietta or any of their agents, servants, employees, patrons or invitees (while such invitees are on the rented premises) or of any other person entering upon the rented premises under or with the express or implied invitation of the Renter, or if any such injury or damage may in any other way arise from or out of the occupancy or use of Renter and his or her agents, employees, invitees or the rented premises. This paragraph is for the benefit of Marietta Restoration Associates and the Borough of Marietta only and no right of action shall accrue to any third party by way of subrogation or otherwise.

12. Renter shall remain strictly liable for the full cost of repairing any damage which occurs and replacing any property lost or broken during Renter's possession of the building and grounds without regard to fault of negligence of or by Renter of Marietta Restoration Associates. Renter agrees to pay all sums demanded by Marietta Restoration Associates on account of such loss of damage within ten days of the postmarked date of notice mailed to the Renter, and in default thereof, Renter agrees to pay interest at the rate of 15% per annum on all sums due until paid in full. ***Children & Adults are not permitted to play on or around the tomb stones or the organ they are very fragile. Any damage done to the tomb stones or to the organ will be over & above the deposit paid.**

13. Renter agrees that in the event Marietta Restoration Associates undertake legal action to enforce any provision of or protects its rights under this contract, Renter shall pay any reasonable attorney fees incurred by Marietta Restoration Associates in connection therewith.

14. RENTER ACKNOWLEDGES THAT HE OR SHE HAS HAD AN OPPORTUNITY TO READ THIS CONTRACT, WHICH CONSISTS OF TWO PAGES, PRIOR TO SIGNING IT AND THAT HE OR SHE HAS RECEIVED A COPY OF THIS CONTRACT. This contract may not be modified by any oral representation prior to signing. Any modification after signing must be in writing signed by an authorized representative of Marietta Restoration Associates in order to be enforceable against Marietta Restoration Associates.

15. If you must cancel please try to give us 30 days' notice.

Date: _____ Renter: _____

Marietta Restoration Representative: _____