

BOROUGH OF PORT VUE

**APPLICATION FOR RENTAL OF THE PORT VUE COMMUNITY CENTER
COMPLEX / INDOOR RECREATION FACILITY**

Name of Applicant/Borough Resident: _____

Applicant Phone Number and Email Address: _____

Address of Applicant: _____

Applicant seeks to rent the Port Vue Community Center Complex/Indoor Recreation Facility for the following use:

Applicant seeks to rent the Port Vue Community Center Complex/Indoor Recreation Facility for the above-described use during the following dates and times:

Applicant expects _____ (#) of people to be in attendance.

Application is hereby made to rent the indoor recreation facility for the purpose and period described, above. If your dates, times, or proposed usage for the facility are unacceptable to the Borough, the Borough will contact you to deny this application.

Date: _____

Signature of Applicant

SECURITY DEPOSIT PAID _____ (AMOUNT)

APPROVED: _____
BOROUGH MANAGER

RENTAL AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made and executed this ____ day of _____, 20__ by and between the Borough of Port Vue, 1191 Romine Avenue, Port Vue, PA 15133 (hereinafter “Borough”), and _____ (hereinafter “Lessee”).

WHEREAS, Lessee desires to rent from Borough the indoor recreation facility located at **ADD ADDRESS OF FACILITY** (hereinafter “Facility”) for use of the Facility for a purpose permitted by the Borough.

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – RENTAL AGREEMENT

1.1 Lessee will rent the Facility on _____ (Date) from _____ AM/PM to _____ AM/PM (the “Rental Period”) for the purpose of (Please add a short description of your intended use of the Facility):

1.2 Lessee expects _____ persons to be in attendance during the Rental Period.

1.3 Lessor, upon a rental payment of \$_____, plus a security deposit of \$_____, agrees to permit Lessee to have exclusive use of the Facility during the Rental Period.

1.4 Lessee agrees that half of the total rental price and the security deposit are due at the time of executing this Rental and Hold Harmless Agreement. The remaining balance is due on the day of the Lessee’s event. The security deposit is refundable within 2 weeks after final inspection, provided no damage is done to the Facility of any furniture, equipment, etc. located in the Facility.

ARTICLE II – AGREEMENT TO FOLLOW RULES FOR THE PREMISES

2.1 Port Vue hereby grants the Lessee the use of the Facility; and

2.2 Lessee hereby agrees to follow all rules and regulations which have been adopted by the Borough with regard to the use of the Facility; and

2.3 Lessee hereby promises, covenants and agrees to maintain the Facility clean and free of debris; and

2.4 Lessee hereby agrees to perform, fully obey and comply with all ordinances, regulations and laws of all public authorities, whether federal, state or municipal, relating to the use, condition and occupation of the Facility.

ARTICLE III – INDEMNIFICATION AND HOLD HARMLESS PROVISION

3.1 Lessee understands that by renting the Facility, Lessee is responsible for the safety of Lessee and all in attendance to the point of producing a safe event of activity during the length of the Rental Period.

3.2 Lessee hereby agrees to indemnify and hold the Borough harmless against any and all claims, causes of action, or liability, loss, damage or expense, including court costs and attorney's fees and attorney's fees on appeal, for any and all claims for damage to property, or injury to, or death of persons arising from the rental and/or use of the Facility during the Rental Period.

3.3 Lessee hereby assumes all risk and responsibility of damages to the Facility and Borough property in and surrounding the Facility as it relates to Lessee's event and Lessee's use and/or misuse. Lessee agrees to hold the Borough harmless for any and all suits relating to the use of Borough-owned facilities during the Rental Period.

3.3 Lessee agrees that Article III of this Rental and Hold Harmless Agreement shall be interpreted according to the law of the State of Pennsylvania. Lessee understands and agrees that Article III shall be binding on his/her/its heirs, assigns, and any entity acting on Lessee's behalf.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, for themselves, their heirs and successors, have set their hand this ____ day of _____, 20__.

ATTEST:

Borough of Port Vue

By: _____

By: _____

Title:

WITNESS

Lessee

By: _____

By: _____

COMMONWEALTH OF PENNSYLVANIA)

)

SS:

COUNTY OF ALLEGHENY)

)

On this the _____ day of _____, 2021, before me, a Notary Public, the undersigned officer or representative of Lessee, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Rental/Security Deposit Payment Information:

Amount of Security Deposit: _____

Initial Rental Payment Amount: _____

Date Due: _____

Date Paid: _____

Remaining Rental Amount: _____

Date Due: _____

Date Paid: _____

Discount Amount (If Any): _____

Payment Type / Check Number: _____

Borough Staff Signature: _____

Lessee Contact Information:

Name (and Main Contact Person): _____

Address: _____

Phone Number: _____

Email Address: _____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Party Using the Facility	CONTACT NAME: Agent Contact	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Carrier	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

VERAGES CERTIFICATE NUMBER: CL2172241372 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		3X3091921	11/19/2020	11/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Use of the Port Vue Borough Recreation/Sports Facility.
 Port Vue Borough are named as additional insured regarding the activities of the Named Insured while using the Recreation/Sports Facility. A Waiver of Subrogation applies in favor of Port Vue Borough

CERTIFICATE HOLDER Port Vue Borough 1191 Romine Avenue Port Vue PA 15133	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE