### **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:	
	ue Community Center Complex/Indoor Recreation
Applicant seeks to rent the Port Vue C Facility for the above-described use di	Community Center Complex/Indoor Recreation uring the following dates and times:
Applicant expects(#) of	neonle to be in attendance
Application is hereby made to ren	nt the indoor recreation facility for the purpose and period or proposed usage for the facility are unacceptable to the
Date:	
	Signature of Applicant
SECURITY DEPOSIT PAID	(AMOUNT)
APPROVED:	
RESPECTION AND AND A SECTION	,

# 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
"Bo	rough"), and (hereinafter "Lessee").
	WHEREAS, Lessee desires to rent from Borough the indoor recreation facility located at
<u>AD1</u>	DADDRESS OF FACILITY (hereinafter "Facility") for use of the Facility for a purpose
pern	nitted by the Borough.
	NOW THEREFORE, the parties hereto mutually agree as follows:
	FICLE 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.
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	ICLE 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 be	ound 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:
WITNESS	Lessee
By:	By:
COMMONWEALTH OF PENNSYLVA COUNTY OF ALLEGHENY	) SS: )
kno	, 2021, before me, a Notary representative of Lessee, personally appeared wn to me (or satisfactorily proven) to be the persons astrument and acknowledged that he/she executed the
IN WITNESS WHEREOF, I hereu	nto set my hand and official seal.
My commission expires:	Notary Public

Rental/Security Deposit Payment Information:
Amount of Security Deposit:
Illitiai Rentai 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 Numnber:
Email Address:

## COKD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/22/2021

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 3ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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Name of Party Using the Facility    MSURER 0:   MSURER				
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/ue Borough are named as additional insured regarding the activities of the Named Insured while using the Recreation/Sports Facility. A Waiver of significant space of Port Vue Borough				
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Port Vue Borough ACCORDANCE WITH THE POLICY PROVISIONS.				
1191 Romine Avenue				
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE			
Port Vue PA 15133				
Port Vue PA 15133				