

**LOWER PAXTON TOWNSHIP  
FRIENDSHIP CENTER**

**RENTAL AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called "Renter" and Lower Paxton Township, Dauphin County, Pennsylvania (hereinafter called "Township"). Confirms the rental date of \_\_\_\_\_ for the space(s) time(s) following:

**RENTAL CODE** – \_\_\_\_\_

---

(Renter acknowledges the allowance of 15 minutes prior to rental time to enter into area reserved.)

The Township permits the rental of space within the Friendship Center, 5000 Commons Drive, Harrisburg, PA 17112, based upon established Per Hour Rental rates and the Facility Rental Policy. A copy is attached and made a part of this Agreement.

The renter has submitted and the Township had approved an Application for rental of space at the Friendship Center, a copy of which is attached to and made part of this Agreement, in strict conformance with the Facility Rental Policy. This fee includes the wages of a facility attendant or a custodian for each hour of rental in accordance with the per hour / per area Computation Sheet attached and made part of this Agreement.

The renter has provided the Township with a security deposit in the amount of \$100.00 (for possible damages) and if the renter is an organization or business entity, proof of General Liability Insurance. If applicable, the renter has provided the Township with Waiver of Liability Form(s) for use of athletic equipment and facilities. **The total rental payment of \_\_\_\_\_ (checks payable to Lower Paxton Township).**

**NOW, THEREFORE**, the aforementioned rental shall be provided by the Township to the Renter in accordance with the attached Facility Rental Policy and the Rental application, with payment to be made to the Township by the Renter in accordance with said policy. The parties do mutually agree as follows:

**ARTICLE 1.** The term of this Agreement shall be from the date of execution by the parties until satisfactory completions of the per hour rental.

**ARTICLE 2.** The Renter shall comply with all special conditions that may have been placed upon the rental application by the Township as a condition of approval.

**ARTICLE 3.** The Renter agrees, at its sole expense, to furnish all necessary superintendence to perform all obligations imposed by this Agreement.

**ARTICLE 4.** The Renter shall pay and the Township shall accept as payment for the rental of space the amount stated above in accordance with the rates and policies established by the Operating Board.

**ARTICLE 5.** The Renter accepts the rental of the Friendship Center as is with all faults. The Township disclaims any expressed or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

**ARTICLE 6.** The Renter shall not alter or modify the Friendship Center or its furniture, fixtures, or equipment in anyway.

**ARTICLE 7.** Upon termination of the rental or approved portion thereof, the Renter shall peaceably surrender possession of the rented space to the Township in a condition and repair similar to that of the premises at the commencement of said rental.

**ARTICLE 8.** The Township shall interpret the Rental Agreement and its decision shall be final. The rented space shall be subject at any time to the inspection of the Township and its authorized representatives.

**ARTICLE 9.** The Renter shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his use of or activities at the Friendship Center to any person or thing.

**ARTICLE 10.** The Renter shall indemnify, save harmless, and defend the Township and its officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with, or caused by any operation or matter in, of or related to this Agreement, including among things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Renter unless the same shall arise primarily out of the negligent action or inaction of the Township or its employees, agents or servants. The Renter shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against the Township or its officers, agents and employees; the Renter shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits; and the Renter shall defray or cause to be defrayed any and all expenses, including costs and attorneys fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

**ARTICLE 11.** The Renter represents and warrants the Township it has examined carefully this Agreement, understands the nature of the rental of space approved by the Township, and has become familiar with the Facility Rental Policy.

**ARTICLE 12.** The Renter shall comply with all applicable federal, state and local laws, rules, and regulations in its rental of the Friendship Center.

**ARTICLE 13.** Renter shall not commit, or cause to be committed, upon the Friendship Center, any nuisance or thing that disturbs the quiet enjoyment of the Center by the Township or any other person or renter located within a reasonable distance of the rented space.

**ARTICLE 14.** A default of this agreement by the Renter shall occur for failure to provide the required rental payment; failure to comply with any term or condition of this agreement, the Facility Rental Policy, or the approved rental proposal and any conditions placed upon said proposal.

**ARTICLE 15.** If any one or more the covenant(s) or agreements provided in this Agreement should be declared contrary to law, then such covenant(s) or agreement(s) shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement.

**ARTICLE 16.** The Renter agrees that damages for breach of this agreement may be inadequate and that the Township shall be entitled to injunctive relief, in addition to any other legal or equitable remedies to which the Township may be entitled in case of failure by the Renter to comply with the provisions hereof.

**ARTICLE 17.** No failure to delay on the part of the Township in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single partial exercise of any such right or power, preclude any other or further exercise of any other right or power by the Township.

This Agreement constitutes the entire agreement between the parties hereto, and its provisions shall not be changed except in writing agreeable to both parties. The parties to this Agreement intend to be legally bound thereby.

**IN TESTIMONY WHEREOF**, said parties have hereunto set their hands and seals the day and year above written.

ATTEST:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Organization Name

ATTEST:

\_\_\_\_\_  
(SEAL)

By\_\_\_\_\_

LOWER PAXTON TOWNSHIP

By\_\_\_\_\_