

# LWCA Members Rental Agreement

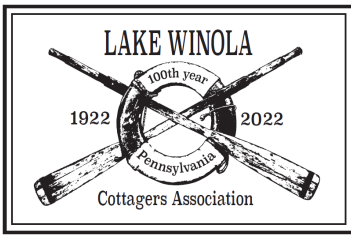
This agreement is made between the Lake Winola Cottager's Association, P.O. Box 56, Lake Road, Lake Winola, PA 18625, Herein called the Rentor, and \_\_\_\_\_ herein called the Rentee.

Address of Rentee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number of Rentee: \_\_\_\_\_

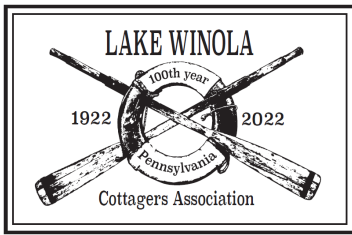
Rentee hereby offers to rent from the Rentor the premises situated in Overfield Township, Wyoming County, State of Pennsylvania, described as the L.W.C.A Pavilion, upon the following Terms and Conditions:

1. **Availability.** The LWCA Calendar is available for review at [www.lakewinola.org](http://www.lakewinola.org) under the Calendar tab.
2. **Term and Rent.** Rentor demises the above premises for \_\_\_\_\_ (Purpose of rental) from dates \_\_\_\_\_ to \_\_\_\_\_ for the sum of \_\_\_\_\_ dollars. All rental payments shall be made to the Rentor at the address specified above.
3. **Payment Schedule.** One Half (1/2) of the fee is to be paid at the signing of the agreement to reserve the premises, and one half (1/2) paid sixty days prior to event date. If the signing of this agreement is less than sixty (60) days prior to event date, then the full payment is due at signing. All fee payments are non-refundable.
4. **Rentor Responsibilities.** Rentor agrees to: provide the utilities required for the operation of the premises, arrange for final cleaning and trash removal and provide management to cover issues arising prior to possession.
5. **Use.** Rentee shall be present at event, use and occupy the premises for the following function: \_\_\_\_\_ The premises shall be used for no other purpose. Rentor represents that the premises may lawfully be used for such purpose.
6. **Care and Maintenance of Premises.** Rentee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Rentee shall, at his own expense and always, maintain the premises in good and safe condition, including glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Rentee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery. **The premises are NON-SMOKING and should remain as such.**
7. **Heat/Air Conditioning.** Is included in rental at a pre-programmed temperature based on the season.



# LWCA Members Rental Agreement

- 8. Alterations**      Rantee shall not, without first obtaining written consent of Rentor, make any alterations, additions, or improvement in, to, or about the premises, walls, doors including but not limited to: applying scotch or masking tape, tacks, nails, staples, etc. on the walls or door. Any requests for alterations must be written on this agreement on page 5 in provided section, and signed approval given by LWCA representative prior to rental dates, or deposit may not be returned.
- 9. Ordinances and Statutes.**      Rantee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Rantee.
- 10. Assignment and Subletting.**      Rantee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Rantee.
- 11. Entry and Inspection.**      Rantee shall permit Rentor or Rentor's agents to enter upon the premises at reasonable times for inspecting same.
- 12. Possession.**      If Rentor is unable to deliver possession of the premises at the commence hereof, Rentor shall not be liable for any damage caused thereby, nor shall this agreement be void or avoidable, but Rantee shall not be liable for any payment until possession is delivered. Rantee may terminate this agreement if possession is not delivered within one (1) day of the commencement of the term hereof.
- 13. Indemnification of Rentor.**      Rentor shall not be liable for any damage or injury to Rantee, or any other person, or property, occurring on the demised premises or any part thereof, and Rantee agrees to hold Rentor harmless from any claims for damages, no matter how caused.
- 14. Security Deposit.**      Rantee shall deposit with Rentor on the signing of this agreement the sum of Three Hundred Twenty-Five Dollars (\$350.00) as security for the performance of Rantee's obligations under this agreement, including without limitation the surrender of possession of the premises to the Rentor as herein provided.
- 15. Cancellation.**      The Rantee will have up to 15 days prior to the agreed date to cancel the event booking free of charge. If the cancellation occurs within the 15 days of the booking date, then the security deposit will be kept.
- 16. Attorney's Fees.**      In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred with such action, including a reasonable attorney's fee.
- 17. Waiver.**      No failure of Rentor to enforce any term hereof shall be deemed to be a waiver.
- 18. Notices.**      Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Rantee or Rentor at the addresses specified above, or at such other places as may be designated by the parties.
- 19. Entire Agreement.**      The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made part of this agreement before the parties' execution hereof.
- 20. If additional Parking.**      Is needed the Rantee MUST obtain a permit from the PA Boat & Fish Commission to use their lot. A form is included or can be requested from the LWCA.



# LWCA Members Rental Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X

LWCA Representative

X

Rentee

Chosen Package (See section 1A on page 4 of agreement for details)

**Security Deposit: \$350.00 (Security Deposit will be returned within 10 business days after event, and completion of a satisfactory walk-through with a LWCA representative after the event ending.)**

[ ]

• Package 1 - Single Day Rental \$500.00

[ ]

[ ]

• Package 2 - Half day add on \$250.00

**Total of chosen packages:** \_\_\_\_\_

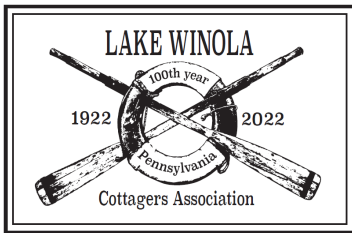
Payment Schedule:

One Third: \_\_\_\_\_ One Third: \_\_\_\_\_ One Third: \_\_\_\_\_

## **Section 1A**

### **Package 1 – Single Day Rental - \$500.00**

1. Key will be given to Rentee at 8AM the day of the rental.
2. Rental includes the use of –
  - a. 19 - round tables – Each table seats 8 (Table cloths used are 90” round)



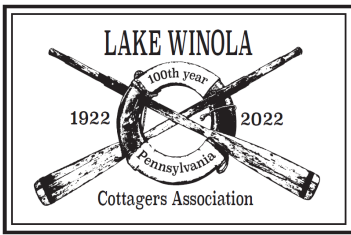
# LWCA Members Rental Agreement

- b. 10 – 8ft rectangular tables
  - c. 4 – outdoor cocktail tables
  - d. 200 – metal folding chairs
  - e. Kitchen which contains –
    - i. 2 – Stoves
    - ii. 2 – Refrigerators
    - iii. 2 – Freezers
  - f. Paper Towels and Toilet paper will be supplied within reason.
  - g. Parking for approximately 50 vehicles
    - i. Additional parking can be requested through the PA Fish and Game Commission
3. Rentee's Responsibilities
- a. All signs must be removed after event from all outdoor locations
  - b. Renter is responsible for clean-up, including folding all tables and chairs and returning to closet, cleaning all garbage and any other items left in pavilion
  - c. All items, including all items rented by renter, must be removed by 11pm. **This is the hardest rule for Rentee's to achieve. Consider a half day rental the day after the event to help lighten the load and give more time to properly clean up.**
  - d. Outdoor furniture must be returned inside each night.

## Package 2 – Half Day Rental - \$250.00

- 1. The half day rental is designed to be used with the above 2 packages.
- 2. All the same rules apply as in packages 1 and 2.
- 3. If rented the day before the event to have more time to setup, the Half Day rental will be from 12 PM to Midnight.
- 4. If rented the day after the event to help allow more time for cleanup, the half day rental will be from Midnight the day of the event to 12 noon the day after the event.

**Requested changes to premises (Please be specific and detailed. These are subject to approval by LWCA representative prior to rental):**

# LWCA Members Rental Agreement