

LEHIGH RIVERPORT CONDOMINIUM ASSOCIATION
Community Room Rental Agreement

The LEHIGH RIVERPORT CONDOMINIUM ASSOCIATION Community Room may be rented for private events by residents. Members must be in good standing with the Association and must be in compliance with all Community Documents (Declaration, By-Laws, Handbook of Regulations, and all amendments) at all times. Upon confirmation of the reservation, a notice of exclusive use of the Community Room will be posted on the entry glass of the Room to deflect other's use of the area.

LRCA CONDOMINIUM **OWNER (NAME)** _____ CONDO # _____

LRCA Community Room Renter: _____

And is the (circle one) OWNER or TENANT*

***Tenants must have written permission submitted by the owner for their reservation to be considered.**

ADDRESS: _____ (if other than 11 West 2nd St., Bethlehem PA 18015)

RENTER'S CELLPHONE: _____ RENTER'S E-MAIL _____

Date requested: _____ START TIME: _____ END TIME* _____

INITIAL ONE:

I WILL NOT PERMIT ALCOHOL TO BE PRESENT IN ANY FORM AT THIS EVENT.

I WILL PERMIT ALCOHOL TO BE PRESENT AT THIS EVENT, THERE WILL NOT BE A BARTENDER, AND THE EVENT INSURANCE POLICY FOR THIS EVENT DATE AND TIME WILL BE SUBMITTED AT THE TIME OF THIS AGREEMENT OR MY EVENT CANNOT BE PERMITTED

NOTE: Set-up and clean-up of your event are NOT permitted outside of the event start/end times* listed on this agreement without written approval and may result in your security deposit not being refunded.

- The Renter of the LRCA Community Room must be present during the duration of the event.
- The LRCA Community Room is a non-smoking facility, and smoking of any substance is prohibited in the room and common areas in the building.
- The LRCA Community Room must be cleaned, sanitized, and returned to the condition in which you found it. (Cleaning equipment and supplies are the responsibility of the renter)
- The lobby area is not included in the exclusive use of the community room or to be used in any way beyond egress to/from the community room event.
- The use of any instruments and/or sound equipment MUST NEVER BE A DISTURBANCE to the surrounding condominium residents. If you can hear the noise in the lobby with the community room doors closed, it is too loud and may be a disturbance to those residing in the vicinity of the Community Room.
- The Lehigh Riverport Condominium Association reserves the right to grant or deny rental of the LRCA Community Room. All Association functions have priority over private events. Rental is not guaranteed until confirmation has been confirmed in writing by the Managing Agent.
- The \$250 Security Deposit is refundable only upon confirmation by the Managing Agent that:
 - (1) The facility, restroom, and kitchen have been left clean.
 - (2) Trash has been removed from the Community Room and/or properly disposed of in the N.W. trash rooms or to another non-common area. (i.e. your condominium or off site. Not to be disposed of in courtesy trash cans provided in either the lobby or Atrium area.)
 - (3) There was no noise disturbance during the event.
 - (4) The area is in good condition with all equipment of facility accounted for without damage or breakage of any kind.

As the LRCA Community Room Renter, please initial the following statements indicating your agreement with terms stated:

_____ I understand that my deposit will be returned upon confirmation that the facility was left clean and in good condition.

_____ I understand that if any amenity is used (oven, refrigerator, etc.), I am responsible for cleaning the oven and cooking areas, and that failure to do so will result in the current charges of the Association's contractor for cleaning this appliance will be my responsibility.

_____ I understand that I must obtain a Certificate of Insurance (in the minimum amount of \$200,000) from my insurance carrier showing coverage for the LRCA Community Room on the day of my rental and naming "*Lehigh Riverport Condo Association*" as a loss payee.

_____ I understand that my rental cannot be confirmed until the Certificate of Insurance is received. I will not be able to rent the facility without the Certificate of Insurance. Failure to produce the Certificate in a timely fashion could result in my losing the rental date.

_____ The LRCA Community Room will be utilized solely for the purpose of the private party by personal invitation and not for a public or commercial event. No function will be permitted to charge a fee or request a donation.

_____ I certify that I am over the age of 21 and will be in attendance at all times during the function for which the LRCA Community Room has been rented. I further agree to be responsible for the actions of all guests or invitees.

_____ I agree that the LRCA Community Room will be cleaned up after the function and restored to the exact condition as I found it prior to setting up. This includes but is not limited to the removal of trash, replacement of furniture, cleaning of kitchen and restroom areas including appliances and closing to ensure locking of doors.

_____ I agree to bear sole responsibility for ALL:

- a) Personal injuries sustained by myself or my guests and shall hold the Association and Agent harmless from any claim(s) which arise out of this rental agreement
- b) Lost, damaged or stolen personal articles and hold the Association harmless;
- c) Damages to the LRCA Community Room, adjacent area and/or its contents or furnishings that occur as a result of this event.

_____ I agree that:

- a) Neither I nor my guests will utilize the LRCA Community Room for any purpose or undertake any activity which might be considered in violation of city, state and/or federal law ordinances;
- b) I am liable for the legal services and responsible for the consumption of alcoholic beverages by myself and my guests and that the Condominium Association, its Board of Directors, Managing agent, and their representatives assume no liability for damages to property or bodily injury resulting from the consumption of alcohol on the premises. I agree to hold the above mentioned harmless and indemnify them in the event of any loss occurring due to the use of alcoholic beverages in accordance with this agreement.

_____ Minors are not to be served nor are they permitted to drink alcohol at any time in, around or about the facility and grounds.

_____ I will not use the LRCA Community Room outside of the hours listed in this agreement. I understand that I am not permitted to set-up prior to the event start time in this agreement as it may interfere with another rental. I also understand that I must be out of the space no later than the end time in this agreement.

_____ Any costs incurred as a result of cleaning or repairing damage to the facility may be deducted from the deposit.

_____ By signing this agreement, the LRCA Community Room Renter hereby agrees to be responsible for any and all costs incurred in repair of the facilities to its condition prior to the subject event which shall not be limited to the amount of the deposit.

_____ LRCA Community Room Renter acknowledge that the use of the facility is purely for the pleasure of the LRCA Community Room Renter and his/her guests and that neither NAI Summit (the Agent) nor Lehigh Riverport Condominium Association (the Association) has assumed any responsibility for, nor shall the Agent or the Association have any liability for, the action or inaction of LRCA Community Room Renter and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances,

engaged in by any person while using the facility.

_____ LRCA Community Room Renter on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Agent and the Association and their respective officers, directors, shareholders, agents, members, successors and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees, arising from the use of the facilities including the buildings and sidewalks adjoining same, by the LRCA Community Room Renter, his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event such action or proceeding is brought against the Agent or Association, their respective officers, directors, shareholders, agents, members, successors and assigns by reason of such claims, LRCA Community Room Renter covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Agent and the Association.

_____ The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and LRCA Community Room Renter's failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist LRCA Community Room Renter of the indemnification and defense obligations set forth herein.

Your signature affirms that you have read, understand and are familiar with all of the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

By signing here and affixing my initials in sixteen (16) places above, I certify that I have read this Agreement in its three- page entirety, and I hereby agree to abide by all of the terms and conditions contained.

Signature of LRCA Community Room Renter

Signature of Unit Owner
(if different from LRCA Community Room Renter)

DATE: _____

DATE: _____

SUBMITTED

RECEIVED

_____ \$250 REFUNDABLE SECURITY DEPOSIT - PAYEE: LEHIGH RIVERPORT C.A. (Check or money order) _____

_____ Certificate of Insurance (in the amount of \$200,000 with "Lehigh Riverport Condo Assoc" as loss payee) _____

Managing Agent / Witness

DATE: _____