

**Yardley Historical Association
Rental Agreement for
The Old Library by Lake Afton
46 West Afton Avenue
Yardley, PA 19067**

The Yardley Historical Association manages and maintains The Old Library by Lake Afton, a historical and aesthetic treasure of Yardley Borough. The Yardley Historical Association is pleased to share it with you and the participants for your event. Please treat it as gently as its age and history demand.

Facilities

The interior layout of the Old Library consists of one large room with a powder room. Two 6' X 2-12' folding tables, eight card tables, and 50 folding chairs are available for event use.

Usage Fees

- Suggested donation of \$20 for Yardley Borough and Lower Makefield Township non-profit and governmental agencies meetings
 - \$20.00 per hour for other non-profit organization meetings
 - \$40.00 per hour for-profit and commercial organization meetings
 - \$260.00 per day for weddings and parties. This fee includes one showing of the facilities to the prospective lessee. Additional showings can be arranged for \$25.00 each.
- NOTE: As of January 1, 2015, the per day fee for parties and weddings will increase to \$350.

A \$50 Compliance Fee is required of all Lessees. This fee will be returned to the Lessee after inspection by a Historical Association representative, if no damage or additional cleaning costs are required.

Rules and Regulations

1. The Library may be used between the hours of 8 a.m. and midnight.
2. Guests may park next door in the St. Andrew's Church parking lot (with the Church's permission which needs to be arranged separately by the Lessee), or across the street in Buttonwood Park.
3. The Library does not have cooking facilities or related equipment. Food and beverages may be brought into the building, but leftovers and trash must be removed at the end of the event.
4. Lake Afton and the property on which the building resides is not part of this rental nor are covered by this agreement.
5. Nothing may be nailed, tacked, or taped to the walls, ceilings, windows, woodwork, or furniture.
6. Tables and chairs may be moved to suit your event, but other pieces of furniture and office equipment may not. All tables and chairs must be returned to original places.
7. Smoking is prohibited in the Library and within 15 feet of the building itself.

8. Cabinets, bookcases, and file cabinets contain the collections of the Yardley Historical Association. They may not be opened. No liquids shall be placed on the glass-front or file cabinets.
9. No pets are permitted in the Library.
10. Guest capacity is limited to no more than 55 persons.
11. Please remove all personal items or event materials that are used during the course of the building rental, as the Yardley Historical Association is not responsible for any item left in the building that is not the property of the Yardley Historical Association.
12. Any keys to the facility must be returned to the Yardley Historical Association before the Yardley Historical Association returns the \$50 Compliance Fee. In the event that any keys are lost or misplaced by the Lessee, the replacement cost will be charged to the Lessee from the \$50 Compliance Fee and the balance thereof returned to the Lessee if no other charges apply.
13. The Lessee must be present at all times during the event.
14. The Lessee agrees to clean the Library after use, no later than 11 AM of the next day, returning it to a state of cleanliness satisfactory to a representative of the Yardley Historical Association. The Lessee shall have the option of hiring an independent cleaning service of his/her own choice or allowing the Yardley Historical Association to arrange for cleaning at the Lessee's expense.
15. Lessee shall be responsible for the removal of trash and all food from the premises.
16. Within 24 hours after use of the Library, a representative of the Association shall inspect the premises and the property contained therein to determine if any damage has occurred.
17. If there are no damages and all keys have been returned, the Compliance Fee will be returned to the Lessee within seven days.

Restrictions and Limitations

The Yardley Historical Association reserves the sole right to deny any party without prejudice the use of the building if the event is deemed inappropriate for the building due to its historical nature. This is non-negotiable. Any event that hosts underage children must have a legal adult on the premises during the course of the event.

Cancellation Policy

The Yardley Historical Association reserves the sole right to cancel any scheduled event with reasonable notice due to any unforeseen event (i.e., natural disaster, building problems, construction, etc...) with a full refund of the rental fee only. In the event that the building is compromised (i.e., no heat or air-conditioning, building maintenance or on-going construction) and the Yardley Historical Association permits the event to be held, no partial refunds will be given. If, during the course of the event, a representative of the Yardley Historical Association deems the event inappropriate for the historical nature of the building, the Yardley Historical Association may terminate the event without prejudice and the Lessee will not be entitled to a refund of the rental fee, either partial or in whole. The Lessee may cancel the event and receive a full refund of the rental fee only up to two weeks prior to the event. After that date, the fee is non-refundable.

Limited Liability

The Yardley Historical Association's liability is limited to the rental fee only for the building. Any other fees incurred by the Lessee (including but not limited to any fees charged by the Lessee's insurance company) are not reimbursable or the responsibility of the Yardley Historical Association. The Yardley Historical Association is not responsible for any item left in the building that is not the property of the Yardley Historical Association.

Insurance Requirement

Lessee must obtain and maintain comprehensive liability insurance during the term of the lease, naming Lessor as additional insured with limits of liability not less than \$1,000,000/\$2,000,000 (occurrence/aggregate) from an admitted Insurance Carrier with an A.M. Best Rating of A- or better. Lessee is responsible for maintaining insurance for their own property. Lessee shall provide Lessor with written evidence of liability insurance with this agreement. Please attach a copy of policy cover page and a certificate naming the Yardley Historical Association as additionally insured to this agreement.

Hold Harmless

Lessee shall assume the risk of, be responsible for, indemnify and hold harmless Lessor, its directors, officers, employees, agents and shareholders, and any other person, company, and/or organization that the Lessor must indemnify and/or hold harmless, against all claims, actions, damages, liabilities and expenses (including, without limitation, attorney's fees) in connection with loss of life, personal injury or damage to property arising out of the occupancy, use, rental, maintenance or operation on or about the Premises or any part thereof regardless of cause and Lessee hereby releases Lessor from any and all liability for the same. In case any such claim, action or proceeding is brought against any Indemnified Party, upon notice to Lessee and at Lessee's sole cost and expense, Lessee shall resist or defend such claim, action or proceeding by counsel reasonably satisfactory to Lessor or shall cause it to be resisted or defended by an insurer. The foregoing obligation shall survive the expiration or sooner termination of this lease.

Lessor shall not be liable to Lessee or Lessee's employees, contractors, agents or visitors for damage to person or property caused by any defects on the Premises; nor shall Lessor be liable to Lessee or Lessee's employees, contractors, agents or visitors in any manner whatsoever for the theft, mysterious disappearance or loss of any property whether from the Premises unless due to Lessor's gross negligence and/or willful misconduct. Lessee hereby accepts the Premises "as-is" and "with all faults".

Lease Agreement

The Lessee hereby acknowledges receipt of the Old Library by Lake Afton Rules and Regulations as per the above and agrees that the use of the Library will be in full compliance with them.

Name of Lessee: _____

Address: _____

Home Phone: _____

Mobile: _____

Email: _____

Description of Event: _____

Date and Time of Event: _____

I have read, understand, and will comply with the Old Library by Lake Afton Rental Agreement:

Lessee: _____

Date: _____

Yardley Historical Association*:

Lessor:

Date:

*Please note that this document does not constitute a contract and cannot be enforced until the Lessor signs on behalf of the Yardley Historical Association and returns a counter-signed copy to the Lessee.