

THE MACUNGIE INSTITUTE

General Terms and Conditions For Use

The Macungie Institute (“MI”) is a community center and meeting/conference facility located at 510 E. Main Street in Macungie, Lehigh County, Pennsylvania. The MI is owned and operated by the Borough of Macungie.

1. Definitions. The MI shall mean and refer to the building, structures, grounds, equipment, and all other tangible items, which are located in, on or at the MI’s property at 510 E. Main Street, Macungie, Pennsylvania. The term “User” or “Users” shall mean any individual, group, committee, organization or other similar assemblage of people permitted to utilize the MI. The term “Activity” or “Activities” shall mean any cultural, educational or community spirited meeting, event, or gathering.

2. General Eligibility For Use. The MI is available for rent, day and evening, every day of the week. The Coordinator’s office is typically open from 9:00 AM to 1:00 PM Tuesday and Thursday, or by appointment. In addition to the programs and meetings held by the Borough of Macungie, the MI is available for Activities by Users. The MI Trustees reserve the right to preclude any Activity or limit or reject any User, which, in their sole discretion, do not meet appropriate safety requirements or do not promote the objectives of the MI.

3. Prohibited Activities. The following activities **shall not** be conducted *anywhere* in, on or at the MI (except as otherwise noted):

- a. Smoking anywhere in the building;
- b. Drinking or possession of keg beer or straight hard liquor;
- c. Unruly, loud behavior or excessive music noise;
- d. Open fires;
- e. Riding skateboards, motor bikes, three wheelers, ATV’s or snowmobiles;
- f. Reckless driving of any vehicle or bicycle;
- g. Loitering;
- h. Permitting animals (except guide animals) to enter or remain in the building;
- i. Affixing anything to walls or outside doors with tape, glue, tacks, nails, etc. (balloons with weights work well for decorating) **(please-no confetti OR glitter);**
- j. Putting up outside signage on property grounds without prior approval from MI Building Coordinator;
- k. Illegal drug use or any other activities that violate Federal, State or local laws.

All Users are expected to conduct themselves in an appropriate manner. Users who fail to abide by the rules of the MI (i) will be asked to leave the premises and any illegal actions will be reported to the police and (ii) may be denied permission for future use of the MI.

4. Scheduling of Activities. Potential Users of the MI shall contact the Coordinator at 610-966-7830 to determine feasibility for use and to schedule their proposed Activity. Potential Users may be granted permission only if User’s proposed Activities are deemed acceptable, and usage date(s) are not in conflict with other MI Policies or activities. In consideration of usage of the MI, a duly authorized officer or representative of the User shall be given (i) a written copy of these “General Terms And Conditions For Use” (“Agreement”) to read and keep and (ii) an acknowledgement (“Acknowledgement”) for the User to indicate his/her/its/their understanding of and agreement with the terms, conditions and provisions of the Agreement. The Acknowledgement must be signed and returned by the User prior to being permitted to engage in the Activity. By executing the Acknowledgement, the User(s) agree to be bound by the conditions set forth therein.

Scheduling of Activities for any User shall be done on an as needed, or first come, first served basis. A single Activity may be scheduled as far as one year in advance. All events at the MI will be monitored as to number of participants. The MI will not permit a group to host or sponsor a meeting without knowing how many participants will be attending. At no time will a User be permitted to exceed the occupancy limits of the MI. The User shall also ensure all parking for the User's event is done in compliance with applicable regulations and in the designated areas of the MI parking lot.

5. Safeguarding The Macungie Institute. The use of the MI imposes a very real responsibility upon Users. Therefore, Users of the MI must exercise extreme care when utilizing the MI and shall be responsible for any damage, abuse, misuse, or negligence. Each User agrees to pay for repairs or replacement costs for any damage to the MI attributable to the User's event(s) and/or activity(ies), business or social invitees. Before leaving the MI, Users shall:

- A. Turn off designated lights and electrical appliances;
- B. Turn the thermostat to the pre-designated temperature;
- C. Lock all doors;
- D. Return the building key to the Coordinator's office (User will incur a fifty-dollar (\$50) service charge for lost keys);
- E. Place all trash into designated garbage bags and place outside for pick up;
- F. Vacuum and mop utilized indoor areas if needed; and
- G. Return equipment, tables, chairs, and other furniture to their designated locations.

In general, Users shall leave the MI in the same, or better condition in which it was found. Users may be charged a minimum clean-up fee of \$50.00 or higher if the facilities are not adequately cleaned. Housekeeping equipment (e.g., trash bags, general cleaning supplies, vacuum, etc.) is available for use.

6. Donations. The MI gratefully accepts voluntary donations or monetary gifts in the form of tax-deductible donations to the MI's "Tree of Life" Fund. Donation forms are available in the display rack next to the Tree of Life wall sculpture in the front lobby. Contributions of \$75 or more will be recognized with an engraved brass leaf on the Tree of Life. Checks can be made payable to *Macungie Borough-Tree of Life Fund*, and can be mailed to 510 E. Main Street, Macungie, Pennsylvania 18062. The donor will receive an acknowledgement of the gift.

7. Fees. The MI Trustees reserve the right to charge user fees, as approved by the Borough of Macungie Council, as the Trustees deem appropriate for the use of the MI.

8. Insurance Requirements. Depending on User's proposed Activity, the MI Trustees may require appropriate insurance coverage and proof of same in the form of insurance certificates. Should insurance be required, the User will provide an insurance certificate prior to the Activity taking place. The insurance shall have minimum limits as follows:

- a. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Commercial Auto Liability - \$1,000,000 combined single limit; and
- c. Workers Compensation - Statutory Limits

The certificates of insurance must name (i) the MI and the Borough of Macungie as certificate holders and (ii) the MI, the Borough of Macungie and their trustees, officers, agents and employees as additional insureds. The insurance shall be an "occurrence" policy and be in effect throughout the period in which the use of the MI is offered to User.

9. Indemnification. USER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE MACUNGIE INSTITUTE AND MACUNGIE BOROUGH, THEIR TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES, COSTS AND DEMANDS, INCLUDING REASONABLE LEGAL EXPENSES AND ATTORNEYS' FEES CONNECTED THEREWITH, ON ACCOUNT OF PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR ENTITY ARISING OUT OF OR CONNECTED WITH ANY EVENT(S) OR ACTIVITY(IES) OR INCIDENT(S) CONDUCTED BY AND/OR OTHERWISE INVOLVING USER(S) AND/OR ITS OR THEIR BUSINESS AND SOCIAL INVITEES AT THE MACUNGIE INSTITUTE AND/OR OTHERWISE RELATING TO THE USER'S USE OF THE MI.

Events cancelled by renter AFTER payment is made will receive a "Credit Memo" in the amount paid which may be used for a future event at the MI with no expiration date. Such future event shall still require review and approval as set forth herein and shall also require a new agreement in relation to the future event.

Addendum to the Macungie Institute General Terms and Conditions for Use

USE OF ALCOHOL AT THE MACUNGIE INSTITUTE

1. The consumption of alcoholic beverages is prohibited on the premises unless special permission is granted by the MI Coordinator and/or the Manager of the Borough of Macungie. Special permission will be authorized on a case-by-case basis.
2. The Macungie Institute/Borough of Macungie cannot and will not provide any alcohol, and the building user shall and will accept all responsibility if special permission is granted.
3. The building user accepts full responsibility and liability for the use of the Macungie Institute and assumes all liability for any bodily injury or property damage that may occur either to the building user, his/her or its invitees, or to any member of his/her or its party, in, on, or about the premises of the Macungie Institute. Furthermore, the building user agrees to indemnify and hold the Macungie Institute/Borough of Macungie, its agents, officials, employees, successors, and assigns harmless against any and all liabilities, claims, demands, manages, costs, and expenses arising from the use of the premises by building user, his/her and its invitees and/or members.
4. This Agreement is binding upon the successors, heirs and assigns of the parties, however, the building User may not assign this Agreement without the prior written consent of the Macungie Institute/Borough of Macungie representatives.
5. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless in writing, dated and executed by the parties.
6. If the building user is a corporation, association, or partnership, the person signing this Agreement on behalf of the building user herein warrants that he/she has the authority of the entity to act and sign on the behalf of the building user.
7. **If special permission is granted:**
 - a. alcohol may only be served with food and done so in accordance with all applicable laws and regulations;

- b. NO keg beer or straight hard liquor shall be permitted to be served at any event. (A list of the specific type of alcohol will be provided to the MI Coordinator with the application before the event and subject to review and approval.);
 - c. any alcohol-related problems or disturbances that are not resolved to the satisfaction of the Borough of Macungie will cause the immediate forfeiture of the entire security deposit;
 - d. open alcoholic beverage containers are allowed in the rental room(s) only – alcohol shall not be consumed in restrooms, hallways or outside of the building;
 - e. alcohol shall not be served to minors – any violation of alcohol use policies and/or the law will result in the closure of the event and the forfeiture of any and all rental fees paid and security deposits posted by the User, and shall subject the User to additional fees, fines and penalties;
 - f. alcohol will not be permitted until we have received an acceptable Certificate of Insurance (COI/Insurance Binder) evidencing liability coverage for host liquor liability if you are providing alcohol. The User's policy shall be endorsed to include the MI, the Borough of Macungie and their trustees, officers, agents and employees as additional insureds and this shall be evidenced on the COI in a manner and form acceptable to the Borough of Macungie;
 - g. Please indicate on the Short Term Use Agreement application form that alcohol will be served and add \$75 to your total rental fee.
8. Alcohol may not and will not be sold on the premises. Only BYOB or complimentary alcohol is permitted with the above-referenced permission from the MI Coordinator and/or the Borough Manager. (The Borough of Macungie may consider granting an exception to this provision for specific events deemed acceptable to the Borough, subject to compliance with any and all laws and regulations governing the same and securing all required licenses and permits.)
9. This Agreement does not permit the User(s) to violate any Federal, State or local law or regulation and User(s) shall at all times comply with and ensure User's guests and/or invitees are complying with all applicable laws and regulations relating to the use and consumption of alcohol.
10. If an authorized representative of the Borough of Macungie and/or the MI at any time determines the proposed event and/or an event already in progress is not in compliance with any applicable law or regulation, the Borough may terminate this agreement and require the User and User's guests and invitees to leave the MI property immediately.