

AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between **HASTINGS BOROUGH**, a Pennsylvania Borough, located in Cambria County, PA (the "Borough") and _____("Renter").

BACKGROUND

A. The Borough owns a building known as the Hastings Memorial Building, located within the Borough of Hastings, Pennsylvania (the "Site").

B. Renter would like to use the Site for an event (the "Event") generally described as follows:

C. Renter desires to use the Site on _____, 20____, from _____am/pm to _____pm.

D. The Borough desires to permit Renter to use the Site under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree to the following terms and conditions:

1. Renter will be permitted to use the Site for its Event on dates and times described above. During the scheduled times, Renter shall be granted exclusive right to the designated portions of the Site only.
2. In consideration for the use of the Site, and in addition to the other promises herein, Renter will pay Borough the sum of \$ _____.
3. Renter will be responsible for maintaining the Site in good condition and will reimburse the Borough for the cost of any repair for any damage caused by Renter's use of the Site.
4. Renter will conduct its activities on the Site in compliance will all local, state, and federal laws, regulations, ordinances, and guidelines, including but not limited to any applicable guidance or mandates relating to the ongoing COVID-19 pandemic.

5. To the fullest extent permitted by law and under this Agreement, Renter agrees to indemnify the Borough, its subsidiaries, affiliates, agents, officers, directors, trustees, and employees and to save them harmless at all time from and against any and all general liability, losses, damages, judgements, costs, charges, counsel fees, payments, expenses or other liabilities which may be sustained or incurred at any time(s) by reason or in consequence of any claim, action, suit or proceeding (the "Actions"), including but not limited to, any claims for personal injury, bodily injury, wrongful death or property damage, by whomsoever such Actions may be asserted, arising out of or in consequence of Renter's use of the Site or the conduct of Renter's Event.

6. This Agreement shall not be assigned by one party without the written consent of the other party.

7. All renters and everyone on site are required to wear a mask at all times.

IN WITNESS WHEREOF, the parties below have executed this Agreement on the date first written above.

HASTINGS BOROUGH

RENTER
