

**RENTAL AGREEMENT (A)**

This Rental Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, between Loggia Giosue Carducci Lodge No. 146, Inc. (Lodge), a  
Pennsylvania Corporation, and \_\_\_\_\_  
(Renter), whose address is \_\_\_\_\_,  
agree to the following:

**Rental Event and Location:** The Lodge hereby agrees to permit Renter to utilize  
the following:

1. \_\_\_\_\_ Second Floor at One North Henderson Street, Lock Haven,  
Pennsylvania.
2. \_\_\_\_\_ Patio located at the Rear One North Henderson Street, Lock  
Haven, Pennsylvania.
3. \_\_\_\_\_ Campground located in Colebrook Township, Clinton County,  
Pennsylvania.
4. The time of such rental shall commence at \_\_\_\_\_ M. on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and continue through  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.M.
5. The purpose of the rental is to be \_\_\_\_\_  
\_\_\_\_\_.

6. **Rental Fee:** The rental fee shall be \$ \_\_\_\_\_, with ten (10%) percent due at the signing of this Agreement, and the balance shall be due seven (7) days prior to the day of rental.

7. **Security Deposit:** Renter agrees at the time of the payment of the balance of the rental being due to also deposit an amount of Two Hundred Fifty and 00/100 (\$250.00) Dollars to cover any damages or excessive cleanup fees. If no damage and/or excessive cleanup fees are incurred by Renter or if after any damage cost and/or excessive cleanup fee a balance is remaining, the said security deposit or balance of the security deposit will be returned promptly by the Lodge to the Renter.

8. **Renter's Responsibility:** Renter is responsible to restore the rental property to the conditions in which the property was rented to Renter. The use of nails, push pins, duct tape and/or lighted candles by Renter and/or Renter's guests, invitees and/or subcontractors is prohibited. This includes, but not limited to, removing all decorations, removing all rented equipment, sweeping floors, emptying trash, and returning any items owned by the Lodge to the proper area. If Renter does not comply with this paragraph, then Renter's deposit for cleaning and/or damages shall be charged the amount that the Lodge expends upon said activity. The amount charged by the Lodge shall be determined by the Lodge in

the Lodge's sole discretion and Renter by signing this Agreement waives any challenge to the amount charged by the Lodge for damages and/or cleanup. If said sum of deposit by Renter with the Lodge is insufficient, Renter shall pay the Lodge the amount due within thirty (30) days of the Lodge notifying Renter of the amount due.

**9. Cancellation by Lodge:** The Lodge may cancel this Agreement at any time prior to the rental date. In the event that the Lodge does cancel this Agreement, Renter's sole remedy in law or equity shall be limited to the refund of the deposit; this Agreement shall be void and of no effect, and Renter shall have no further claims against the Lodge.

**10. Liability Insurance:** At least thirty (30) days prior to the first date of the rental, Renter shall provide to the Lodge a certificate of liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars covering the Lodge against any loss of any nature. Said certificate of liability insurance shall name the Lodge as an additional insured.

**11. Lodge Liability:** The Lodge, its officers, members, agents, and employees shall not be held liable by any person arising over the use and operation of the Lodge's property pursuant to this Agreement by the Renter or for the activities of Renter and/or Renter's guests and invitees, including, but not

limited to, the consumption of alcohol on or off the premises. Renter hereby indemnifies and holds harmless the Lodge for any such actions brought against said Lodge. Renter shall be responsible for the Lodge's attorney fees and any costs in any action brought against the Lodge which action arose during Renter's use and/or rental of the Lodge's property.

**12. Damages and/or Theft of Lodge Property:** Renter shall be responsible for and shall reimburse the Lodge for all lost, stolen, damaged, or missing property which sum shall be charged and retained from the deposit for damages and/or cleanup. If said sum held for damages and/or cleanup is not sufficient to reimburse the Lodge, then Renter shall pay the Lodge within thirty (30) days of a written claim being presented to the Renter.

**13. Conduct of Renter's Guests or Patrons:** Renter shall not conduct, encourage, allow or tolerate from any guest, invitee or patron of Renter any unlawful activities or breach of the public peace, including, but not limited to, public intoxication, underage drinking, illicit drug use and/or disorderly conduct. Renter shall cause any violator to be removed from the property of the Lodge as quickly as possible.

**14. Licenses:** Renter shall be responsible for identifying the need for and

obtaining all necessary licenses and/or permits as may be required by any Federal, State, County, or Municipal government.

**15. Food/Health Permit:** Renter shall be responsible if an outside organization or caterer provides food to the public at the Lodge's facility to obtain any needed temporary food/health permit.

**16. Alcohol:** All alcohol utilized at the premises at One North Henderson Street, Lock Haven, Pennsylvania or Rear One North Henderson Street, Lock Haven, Pennsylvania, must be purchased from the Lodge. No other alcoholic beverages are permitted at either One North Henderson Street, Lock Haven, Pennsylvania or Rear One North Henderson Street, Lock Haven, Pennsylvania.

**17. Sponsorship of Event:** Any activities that is sponsored by Renter and which is publicized by Renter must indicate that the Lodge is not sponsoring such rental event.

**18. Lodge – Right of Entry:** The Lodge, its officers, members, agents, and employees shall have the right to enter the rented premises at any time during the rental event.

**19. Renter Breach:** If this agreement is breached by Renter, its patrons, guests, invitees, and/or others, the Lodge may terminate the Rental

Agreement and demand that the rented premises be vacated immediately without refunding either the deposit or the rental fee to Renter.

**20. Fee for Check not Honored:** Any check which is returned from the bank which is not honored by any bank shall cause Renter to incur a Seventy-five and 00/100 (\$75.00) Dollars fee which shall be due to the Lodge.

**21. Tobacco Use:** No smoking, chewing tobacco, vaping and/or use of tobacco products are not permitted on the property of One North Henderson Street, Lock Haven, Rear One North Henderson Street, Lock Haven, or the buildings at the Campground located in Colebrook Township, Clinton County. Renter may not permit the use of said tobacco products and will forfeit Renter's total security deposit if this clause is violated.

**22. Parking:** Renter must inform guests of Renter's event if held at One North Henderson Street, Lock Haven or Rear One North Henderson Street, Lock Haven, to not park in the "Coast" parking lot. Parking is available at Locust Alley parking lot and the North Henderson parking lot, which are property of the Lodge.

**23. Cancellation Fee:**

(a) If Renter cancels the use of the Lodge's facility, with at least thirty (30) days notice given to the Lodge, then Renter will receive a refund of fifty (50%) percent of Renter's deposit.

(b) If cancellation occurs less than thirty (30) days prior to the event scheduled by Renter, Renter forfeits all deposited monies to the Lodge.

**24. Attorney Fees and Costs:** Should the Lodge employ an attorney due to a breach of this Agreement by Renter, Renter shall be responsible for the attorney's fees and costs of any an action, whether or not the Lodge institutes said legal proceedings.

**25. Jurisdiction and Venue:** Any action brought pursuant to this Agreement or any cause of action arising out of the use of the property by Renter pursuant to this Agreement, must be brought in the Court of Common Pleas of Clinton County, Pennsylvania. Jurisdiction and Venue is solely vested in the Court of Common Pleas of Clinton County, Pennsylvania.

**26. Notices:** All notices required and/or utilized pursuant to or to fulfill the mandates of this Agreement must be by First Class Mail or personal service. For purposes of this paragraph the Lodge's address is One North Henderson Street, Lock Haven, Pennsylvania and Renter's address is as listed on the first page of this Rental Agreement wherein Renter is identified.

**27. Signator:** If an entity is the Renter, the individual executing this Rental Agreement on behalf of Renter hereby states that said individual has full authority

to enter into this Rental Agreement on behalf of the entity. Further, the individual will be personally liable for all costs, fees and any other monies owed if the entity refuses to fulfill the entity's obligation under this Rental Agreement.

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Lodge

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Renter