Date of Application: _____

Event Name: _____

Event Date(s): _____

Number of Guests: _____ Timeline, if reoccurring: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____

Space Requested:

- ☐ Garage & Garden = $300/hr
- ☐ Garage only = $200/hr
- ☐ Garden only = $100/hr
- ☐ Parking Lot (South St. campus only) = $50/hr
- ☐ Conference Room / Classroom = $100/hr
- ☐ Gym = $160/hr
- ☐ MPR/Commons: $200/hr (If furniture needs to be cleared $300/hr)
- ☐ Lombard Garden: $150/hr
- ☐ Lombard Commercial Kitchen: $150/hr
- ☐ Lombard Commons+Kitchen: $250/hr
- ☐ Lombard Commons+Garden: $250/hr
- ☐ LombardCommons+Kitchen+Garden:$350/hr

**X # of hours requested:____=$_____**

**+ Kitchen Cleaning $40/hr: =$_____**

**TOTAL = $_____**

Event Open to the Public? YES / NO

Admission Fees Charged? YES / NO

Company/ Renter: _____ Company Contact: _____

Event Supervisor: _____ Event Supervisor Phone: _____

Event Supervisor Email: _____

Company Address: _____

City: _____ State: _____ Zip: _____

- Your date and time will only be reserved after submission of a signed contract, approval from School Official, and a $200 deposit.
- The balance of your space rental fee is due thirty (30) days prior to your event.
- A copy of your Event Liability Insurance (see Insurance section on page 2) and separate, signed School Property Rental Release, Waiver, Assumption of Risk, Indemnification and Hold Harmless Agreement are due no later than ten (10) days prior to your event.
- Any additional costs that arise will be due within two (2) days of your event. Rental Notes:

_____

I agree that I am responsible for ensuring that all members and guests will observe the Conditions set forth in this Contract, and that I, individually, and on behalf of my organization, will assume entire responsibility and liability for anyand all damage or injury of any kind or nature to any persons and to property, real or personal, including adjoining property, caused by or resulting fror the use of or presence upon the premises and facilities of The Philadelphia School, including its entrances and exits and surrounding areas, or any aspect thereof, and I agree to indemnify, defend, and hold harmless The Philadelphia School, its officers, directors, independent contractors, volunteers, representatives, successors and assigns, agents, trustees, and/or its employees ("Indemnitee Parties") from and against any and all claims, suits, actions, liability, loss, expense, damage or injury to persons or to property, including but not limited to claims of bodily injury, sickness, disease or death, and tangible property damage, arising from the use of the facility or presence upon School Property by the above indicated organization, regardless of whether such injury or damage results from the negligence of the Indemnitee Parties or otherwise.

I understand that violation of any terms of this Contract may, at the sole discretion of the School, result in the event being immediately suspended without refund of any fees. I agree that TPS may collect attorneys' fees and all other costs from me if TPS is compelled to enforce this agreement or take any other action involving the same, and that my indemnification obligations continue after suspension or termination of this Contract.

_____ _____

Acknowledged, Agreed and Authorized by Primary Contact/Rented Date

_____ _____

Acknowledged and Approved by The Philadelphia School Date

**** Please initial and date the following pages. ****

# EVENT SPACE RENTAL AGREEMENT

## CONDITIONS AND RESPONSIBILITIES OF RENTER

*Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping The Philadelphia School a well maintained and safe location for future use.*

### DEPOSIT / RENTAL FEES

A signed contract and date-hold deposit in the amount of $200 must be received to reserve your date(s) and time(s). Date-Hold deposit is non-refundable. The space rental cost is per hour with a three-hour minimum. The number of hours you contract for are the number of hours you will have the space including setup and cleanup, and no time extensions are permitted. The balance of your space rental fee is due thirty (30) days prior to your event. From 30 days prior to the event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED. No terms are implied or granted and no work will be allowed to commence until full payment is received.

### THE SPACE

The Event shall be restricted to the rooms noted above. The Event shall not extend beyond the hours approved in the request. The School does not provide any furnishings (tables, chairs, tableware, etc.), and any such space shall be utilized or occupied in a safe and responsible manner and with proper care at all times. All furnishings must be supplied by the Renter. All events, including set up and clean-up, shall be planned so they do not interfere with regular School operations. No School property or equipment is to be altered or removed from the premises. This rental does not include use of the School's parking lots, unless specifically noted and reserved. No food or beverages are permitted in the School's gymnasium.

### INSURANCE

Proof of insurance is due no later than ten (10) days prior to your event. Organizations with General Liability coverage of $1 million must provide a certificate of insurance with The Philadelphia School listed as an additional insured. Renter's General Liability insurance must provide a waiver of subrogation in favor of The Philadelphia School and its respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. Renter's General Liability policy shall be primary and non-contributory to any insurance maintained by The Philadelphia School. Organizations bringing company employees on the School Property for their Event must provide proof of Worker's Compensation insurance in the amount required by statute. For all other Renters, Event Liability Insurance must be purchased from Intact Insurance for public liability and personal property damage insurance, insuring the Renter and The Philadelphia School, employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and its occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million. If children or youth will be present at the Event, Renter's General Liability policy must be endorsed to provide coverage for Sexual Abuse and Molestation. Please visit the website https://gatherguard.com/ to get a free quote for your event. **The usual Venue ID Code is 0445-700**, which liability limits shall be doubled in the event the Commercial Kitchen is to be rented and/or utilized.

If alcohol is to be served, make sure that the policy includes **Host Liquor Liability coverage** to protect all parties, especially you, against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Coverage shall provide minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate. Any bartenders, caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to The Philadelphia School, naming The Philadelphia School as an additional insured as stated, and will be delivered prior to the event. This coverage requirement may be met through a separate policy or included in the General Liability policy form.

### LIABILITY

Without in any way limiting Renter's indemnification obligations provided elsewhere in this Event Space Rental Agreement or in other documents, including the School Property Rental Release, Waiver, Assumption of Risk, Indemnification and Hold Harmless Agreement, renter agrees to indemnify, defend, and hold The Philadelphia School, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and its use of, or presence upon, the premises, including any and all aspects of The Philadelphia School property, including those Renter has not been given express permission to rent. Nothing in this Event Space Rental Agreement shall give Renter permission to use or be present upon any aspects of The Philadelphia School property other than those which Renter has been given express permission to rent. Nevertheless, Renter shall be responsible for any and all liabilities, costs, penalties, or expenses arising from Renter or Renter's guests or invitees' presence on, or use or occupancy of any aspect of the Philadelphia School property.

### WAIVER OF LIABILITY RELATED TO COVID-19

In light of the risks imposed by COVID-19, Renter specifically agrees to observe and obey all public health and TPS requirements and directions regarding COVID-19. Renter agrees to enforce the same upon its guests, invitees and/or licensees. Renter acknowledges that there are certain inherent risks associated with its rental and activity regarding COVID-19, acknowledges the contagious nature of COVID-19, and assumes full responsibility for personal injury regarding COVID-19. Renter acknowledges that TPS cannot and does not guarantee that Renter, or its guests, invitees and/or licensees, will not be exposed to or infected with COVID-19. Renter generally releases and waives any such claims, on its own behalf, and on behalf of its guests, invitees and/or licensees, against TPS.

### INDEMNIFICATION

Without in any way limiting Renter's indemnification obligations provided elsewhere in this Event Space Rental Agreement or in other documents, including the School Property Rental Release, Waiver, Assumption of Risk, Indemnification and Hold Harmless Agreement, Renter ("Indemnifying Party"), shall indemnify, defend, and hold harmless The Philadelphia School and its owners, agents, employees, officers, directors and representatives ("Indemnitee Parties"), from and against any and all demands, claims, damages, losses, liabilities,

and costs (including reasonable attorney's fees and court costs), including but not limited to claims of bodily injury, sickness, disease or death, and tangible property damage, arising out of, or caused by, (i)the indemnifying party's negligence or willful misconduct in connection with the performance of this Agreement, or (ii) any breach by the indemnifying party of any of its representations, covenants, or agreements made herein, regardless of whether such injury or damage results from the negligence of the Indemnitee Parties or otherwise. Renter expressly agrees to indemnify, defend, and hold harmless the Indemnitee Parties against all claims, cause of action, damages, judgments, costs or expenses, including attorney's fees and other litigation costs, related to COVID-19 which may arise from Renter's or its invitees' and/or licensees' use of or presence upon TPS facilities.

**Event Contact / Renter Initials: _____ Date: _____**

# EVENT SPACE RENTAL AGREEMENT

**ENTRY AND EXIT**

Renter agrees that The Philadelphia School staff may enter and exit the premises at any time during the course of the event. Renters will vacate the premises by the agreed time. Extended exiting of the space will be cause for immediate expulsion of future renting.

**CONDUCT**

The supervisor in charge of the event shall be present before the activity is due to start and remain with the group until all participants have left the premises. There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building, including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks, any type of physical violence, and any other behavior deemed by TPS to be inappropriate will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, we prefer that underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of The Philadelphia School staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made.

**ALCOHOL**

Any alcohol provided during the event must be dispensed by a hired bartender or caterer with a Certificate of Insurance and Catering or Bartending license. There are no exceptions to this requirement and failure to secure a hired bartender or caterer will result in immediate suspension of the event without refund of any fees.

**SITE DECORATION**

Every effort will be made to allow the Renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our floors and walls. No tape may be used on garage door windows. Any damage will be charged after your event.

**LIVE MUSIC / DJs / NOISE**

The Philadelphia School recognizes that events may include music. However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. Garage doors must be closed if there is amplified music. In the event that Renter's event creates a disturbance due to high noise volume, The Philadelphia School has full authority and sole discretion to ask the Renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at The Philadelphia School's sole discretion, Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to the Renter.

Amplified music must be located indoors and if it is very loud all doors must be closed. All music must end by 9 p.m. during weeknights (Monday through Thursday) and by 11pm on weekends (Friday and Saturday). No additional time may be added to your rental. You must vacate the space within the hours requested in this agreement.

**LOAD-IN / LOAD-OUT AND STORAGE**

All load-ins and load-outs must take place within the designated time frame given on the contract. If there is an event prior to yours a timed delivery will be required. The Philadelphia School is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the rental company, client, or client's representative.

No storage is available at The Philadelphia School. It is the Renter's responsibility to ensure that all external items are removed immediately at the conclusion of the event. Note: It is not the responsibility of The Philadelphia School to ensure that pick-ups are scheduled and executed.

**CLEANING, TRASH REMOVAL AND EQUIPMENT REMOVAL**

The Philadelphia School will be in a clean condition prior to your event. Renters must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter. Following the event, you are required to return the space to the same clean condition in which it was found. Failure to remove or clean will result in additional fees to Renter. The length of cleaning time depends on the rental activity and size of the space.

**LOST AND FOUND**

The Philadelphia School takes no responsibility for personal effects and possessions left on premises during or after any event.

**Event Contact / Renter Initials:**_____ **Date:** _____

# EVENT SPACE RENTAL AGREEMENT

**CANCELLATION**

Date-Hold Deposit is Non-Refundable. From 30 days prior to the event: NO SPACE RENTAL PAYMENT(S) WILL BE REFUNDED. The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by appropriate public health officials (including but not limited to COVID-19 or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties. If Renter cancels this Agreement for any one or more of the above reasons by written notice to TPS, they shall be liable only for the initial deposit paid upon the execution of this document. All other rental fees shall be refunded to Renter. If TPS cancels this agreement for any one or more of the above reasons by written notice to the Renter, the same shall be without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded.

**CITY, COUNTY, STATE AND FEDERAL LAWS**

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The Philadelphia School reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The Philadelphia School or the safety of any person or property.

**Event Contact / Renter Initials:** _____ **Date:** _____