

TOWNSHIP OF MIDDLE SMITHFIELD
MONROE COUNTY, PENNSYLVANIA

RESOLUTION #06-2021-01

RESOLUTION REVOKING RESOLUTION #05-2013-3 IN ITS ENTIRETY AND
ADOPTING THIS RESOLUTION AND MUNICIPAL BUILDING RENTAL POLICY

WHEREAS, the Middle Smithfield Township Municipal Building, located at 147 Municipal Drive, East Stroudsburg, Pennsylvania, is a public building that provides a community meeting place; and

WHEREAS, for programs of an informational, educational, cultural, or civic nature, the Municipal Building may be rented by individuals and organizations, including residents and non-residents and for-profit, non-profit, and not-for-profit organizations; and

WHEREAS, the Board of Supervisors desires to adopt a policy governing the Municipal Building rental, including the general rules and uses of the Municipal Building, with the form and content attached hereto as Exhibit "A," which is adopted and incorporated by reference as though set forth fully herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, and it is hereby resolved as follows:

SECTION 1: Municipal Building Rental Policy.

The Board of Supervisors approves and adopts the Municipal Building Rental Policy, as set forth in Exhibit "A," which is attached hereto, and directs that said policy be immediately given full force and effect.

Section 2: Revocation of Former Resolution and Policy.

The Board of Supervisors hereby revokes the former Municipal Building Rental Policy and Resolution #05-2013-3, which adopted that former policy.

Section 3: Severability.

The provisions of this Resolution shall be severable, and if any of the provisions hereof shall be found to be invalid or unenforceable, the remaining provisions shall remain in effect.

Section 4: Construction.

Any Ordinance in conflict with this Resolution shall take precedence to this Resolution. Any resolution not specifically repealed herein, which contains provisions conflicting or inconsistent with any of the provisions in this Resolution, is hereby repealed, but only insofar as it is inconsistent.


Section 5: Effective Date.

This Resolution shall be effective immediately and shall remain in effect until modified, revoked, or repealed by further Resolution of the Board of Supervisors.

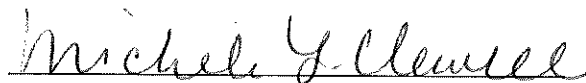
RESOLVED THIS 10th DAY OF JUNE, 2021, BY THE BOARD OF SUPERVISORS OF MIDDLE SMITHFIELD TOWNSHIP AT A LAWFUL SESSION DULY ASSEMBLED.


Chairperson

Vice Chairperson


Supervisor

ATTEST:


Secretary



MIDDLE SMITHFIELD TOWNSHIP MUNICIPAL BUILDING RENTAL POLICY

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1. The Municipal Building will be rented on a first come, first served basis, provided all appropriate paperwork and applicable fees are received on time as specified in Section 2.
2. To reserve a date at the Municipal Building, all Renting Parties are required to submit a completed Rental Agreement and full payment to the Township a minimum of ten (10) business days before the requested Rental Period. The Township cannot guarantee accommodation to late requests.
3. The rate of rental for the Municipal Building shall be \$50 per hour.
4. The Municipal Building is not available for rental on any Township observed holidays, or on Sundays.
5. All rentals of the Municipal Building must be approved by the Township Secretary, and are contingent on staff availability to provide building access for the day and time requested on the Rental Agreement.
6. All setup, event activities, and cleanup must take place during the hours specified by the Renting Party on their Agreement. Renting Parties may not access the Municipal Building before the start or past the end of the agreed upon Rental Period.
7. All programs at the Municipal Building must be of an informational, educational, charitable, cultural, or civic nature.
8. The Township requests that a copy of any program, agenda, and/or presentation provided at the time of application to rent the Municipal Building, or a minimum of ten (10) business days prior to the Rental Period.
9. All events must be open to the public, free of charge. Renting Parties may charge attendees for materials used, but such a charge may not be a condition of entry to any event where an admission fee is otherwise prohibited.
10. Nothing can be sold at the event without the express permission of the Board of Supervisors. Items sold must be of a civic nature, such as Little League and Booster Club memberships, etc.
11. The Municipal Building may not be used for entrepreneurial or commercial purposes, for the solicitation of business, or for profit. The Municipal Building may not be used for fundraising except that which supports Allowable Charities as described in the Pennsylvania Second Class Township Code, or for a board, committee, or commission of the Township.
12. The Municipal Center may not be rented by any political candidate, campaign, or party for any reason during campaign season, (i.e., from 4 weeks before the primary election day through general election day).
13. The Municipal Building may not be rented out for any date more than six months in advance.
14. The Municipal Building will not be rented to any person, party, or organization that is delinquent in federal, state, or municipal taxes, or delinquent in municipal utility bills, such as sewer, or delinquent in municipal fees such as (but not limited to) engineering, legal, zoning, or permit fees, until the organization has fulfilled these obligations.
15. The Municipal building will not be rented to any person, party or organization who has a negative rating with the Better Business Bureau.



MIDDLE SMITHFIELD TOWNSHIP MUNICIPAL BUILDING RENTAL AGREEMENT

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EVENT DETAILS				
<i>The following fields are to be completed by the Renting Party:</i>				
TODAY'S DATE:				
RENTAL DATE: <i>If multiple, attach schedule</i>		TIME:	From:	To:
RENTING PARTY: <i>Name/Organization</i>				
MAILING ADDRESS:				
PHONE:		EMAIL:		
BRIEF DESCRIPTION OF EVENT:				
RESPONSIBLE PARTY ON SITE DURING EVENT:			EXPECTED ATTENDANCE:	
<i>The following fields are to be completed by Township Staff:</i>				
TOTAL DUE:		DUE BY:		CASH/CHECK #/MO #:

TERMS AND CONDITIONS

1. Renting Party: The Renting Party is the person and/or organization listed above on this Rental Agreement. The Renting Party is responsible for compliance with all terms and conditions of this Agreement by themselves, their organization, and all of their event's attendees, and is responsible for completing all applicable payments for the event described above. All Renting Parties must comply with the Municipal Building Rental Policy. By signing this Rental Agreement, you acknowledge that you have received, read, and understand the Rental Policy and that you have read and understand the terms of this Rental Agreement.

2. Facilities & Access to the Premises: During the term of the Rental Period, the Renting Party may have the exclusive use and enjoyment of the Municipal Building meeting room, and the non-exclusive use of the building lobby, and public bathrooms [hereinafter referred to as the "Facilities"] including the tables, chairs, and lights located within those areas. **Maximum capacity is 50.** Access to any other part of the building and equipment located therein including the office spaces, break room, and storage areas is **not** included as part of this Rental Agreement. The Township reserves for the general public, employees, and agents the ability and right to access and use the parking facilities, lobby, and restroom facilities located within the Facilities during the Rental Period.

3. Rental Period: The Renting Party shall have use of the Facilities on the date and times specified by the Renting Party on page 1 of this Agreement. Completed Rental Agreements must be received a minimum of ten (10) business days in advance of the Rental Period and be approved by the Township. No member of the Renting Party, nor their event attendees, may access the Facilities outside of the hours specified on this Rental Agreement.



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4. **Fee Schedule:** Payment is due in full at least ten (10) business day prior to the event date.

MIDDLE SMITHFIELD TOWNSHIP MUNICIPAL BUILDING RENTAL RATES	
<i>Please select appropriate Renting Party status:</i>	
Renting Party (please check your status)	Rental Fees
<input type="checkbox"/> All rentals other than Allowable Charities	\$50 per hour
<input type="checkbox"/> Allowable Charities*	\$50 flat rate, OR free rental determined by Township Secretary at time of booking

* As defined pursuant to the Pennsylvania 2nd Class Township Code. Proof of status required. Letter addressed to the Board of Supervisors required. Additional details upon request.

EVENT COST		
<i>(this section to be completed by Township Staff)</i>		
Hourly Rate	Number of Hours	Total*
	x	=
Rate	Hours	

* Payment due ten (10) business days in advance. Total may change if event details change.

5. **Event Setup:** The Township reserves the right to alter the décor in any room in the Facilities at any time without notice. The Renting Party's setup and cleanup times are restricted to the hours described in Section 2. **Setup and cleanup are the sole responsibility of the Renting Party, not Township staff.** The Renting Party shall not hang, tape, or suspend decorations from any part of the interior or exterior of the Facilities by any means. **Candles and open flames are prohibited inside the Facilities.**

6. **Outside Equipment:** Prior to the Rental Period, the Township must approve, in writing, the Renting Party's use of any chairs, tables, or other equipment, other than those already situated within the Facilities. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period, unless previously arranged with and approved by the Township.

7. **Food & Beverages:** Food may be provided by the Renting Party and consumed within the Facilities during the Rental Period, but may not be offered for sale to anyone at any time for any reason. Alcoholic beverages are not permitted on Township property or within the Facilities at any time.

9. **Cleaning of the Facilities:** The Renting party is responsible for cleanup immediately following the end of their function. **Cleanup is the sole responsibility of the Renting Party, not Township staff.** If necessary, the Township's designated cleaning contractor shall clean the Facilities and shall bill the Rental Party for the cost of this service.

10. **Damage:** The Renting Party is responsible, and upon demand shall pay the Township, for any and all damages to the Facilities and/or surrounding grounds that arise from, or are related in any way to, the Renting Party's rental of the Facilities. This includes, but is not limited to, damage to the tables, chairs, fixtures, lights, restrooms, and any other property or assets owned by the Township.

11. **Acceptance of the Facilities:** The Renting Party agrees that it has inspected the Facilities and its equipment



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and that the same are in proper condition for the Renting Party's use during the Rental Period.

12. Cancellation: In addition to any other remedy available at law or equity, either party may cancel this Agreement if the other party fails to comply with each and every term and condition of this Agreement. In the event the Renting Party either (a) breaches any term of this Agreement, or (b) cancels this Agreement with fewer than ten (10) business days' notice for any reason whatsoever, the Rental Fee, if any, shall be forfeited as liquidated damages to the Township.

13. Compliance with Laws: The Renting Party shall comply with all laws and regulations and shall not use the Facilities for any unlawful purpose or permit others to use or occupy the Facilities for any unlawful purpose.

14. Acts Beyond the Township's Control: In the event the Facilities, or any part thereof, is damaged or destroyed by fire or other cause, or if any casualty or unforeseen occurrence shall render the Township's fulfillment of this Agreement impossible or commercially impracticable, then this Agreement shall terminate, and the Township shall return to the Renting Party the Rental Fee, if any, previously paid to the Township. The return of the Rental Fee shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from, or related to, the termination of this Agreement pursuant to this paragraph.

15. Indemnity: The Renting Party shall, at the Renting Party's own expense, indemnify, defend and hold harmless the Township, the Township's Supervisors, its employees, and agents against any and all claims, demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees, arising out of, related in any way to, the Renting Party's rental of the Facilities. This indemnification shall be total and absolute, and shall include, but not be limited to, the amount of all such damages, the costs of investigation, court costs, counsel fees, and any amounts payable by or from the Township, and/or the other indemnified parties identified above, by way of settlement, judgment, or otherwise.

16. Assignment: This Agreement may not be assigned or transferred without the express written consent of the Township.

The parties hereto have caused this Agreement to be duly executed on this DATE _____.

TOWNSHIP OF MIDDLE SMITHFIELD
(the "Township")

Township Representative (Print)

(Signature)

Renting Party (Print)

(Signature)

Copy rec'd by Renting Party on:
Date: _____
Sign: _____