



CONTRACT ID# _____

**Application and Contract for Rental of The Conference and Training Center
at Lancaster Lebanon Intermediate Unit 13 ("Contract")**

Lancaster Lebanon Intermediate Unit 13 ("IU13")

1020 New Holland Avenue, Lancaster, PA 17601

Phone: 717-606-1960 Email: conference_services@iu13.org

Please return the completed Contract to conference_services@iu13.org.

You will be notified of the status of your contract within ten (10) business days of receipt.

Please note that, while each Contract that is submitted will be reviewed and considered by the IU13, there is no guarantee that the Contract will be approved.

1. Name of Organization (hereinafter "User"): _____

Billing Address: _____

City, State, Zip Code: _____

Contact Person who is coordinating this Event: _____

Phone: _____ Email: _____

Is this a Non-profit organization? ☐ Yes ☐ No

2. Date(s) Requested: _____

☐ Half Day (up to 4 hours) ☐ Full Day (up to 8 hours) # of People _____

Access Start Time _____ Access End Time _____

Event Start Time _____ Event End Time _____

3. Event Title: _____

Description of Event: _____

4. Conference Room(s) Requested: [Indicate quantity of rooms needed.]

____ Small Conference Room for 36 or less attendees

____ Medium Conference Room for 37-100 attendees

____ Large Conference Room for 101-200 attendees

____ Conference Room #106 for 201-300 attendees – Full day rental only

5. AV equipment and table configuration requested:

☐ Projection

☐ Computer

☐ Document Camera

☐ Classroom style rows

☐ Groups of 8

☐ Hollow Square or U-Shape

6. Catering. Will there be catering for the event? ☐ Yes ☐ No

A copy of the caterer's retail food license must be submitted to IU13 no less than 2 weeks prior to the event.

Name of caterer: _____ ☐ Breakfast ☐ Lunch ☐ Dinner

Consumption, possession or distribution of alcohol is prohibited.

Pre-packaged and sealed snack items may be provided for event attendees by the User.

If the event involves children, the User is responsible for compliance with all clearances as required by PA State laws: Pennsylvania State Police Criminal History Check, PA Department of Human Services Child Abuse History Clearance, and Fingerprint-Based FBI Criminal Background Check. Please submit all clearances to contractorclearances@iu13.org.

A certificate of insurance of the User reserving the conference center, is required to be submitted to IU13 no less than two (2) weeks prior to the scheduled event.

The certificate of insurance must name Lancaster Lebanon Intermediate Unit 13 as an additional insured on a primary and non-contributory basis. The applicant and insured must be the same. Such insurance shall be in effect for the minimum amounts listed below in any commercial general liability. Lancaster Lebanon Intermediate Unit 13 shall be listed as additional insured.

General Liability:

- \$1,000,000.00 Each Occurrence
- \$2,000,000.00 Aggregate, for each accident, bodily injury

If working with children - Sexual Abuse & Child Molestation Coverage:

If working with children, there must be abuse and molestation coverage either within the Commercial General Liability policy or as a separate policy, to which the same limits would apply. Coverage to be written on an Occurrence basis unless otherwise agreed by IU13.

- \$1,000,000.00 Each Act

Workers' Compensation Coverage is required if the applicant has employees involved with the use. Insurance shall also have a waiver of subrogation.

Board policies: The policies established by the Board of Directors of the IU13 are incorporated herein by reference and are available at <https://go.boarddocs.com/pa/iu13/Board.nsf/vpublic?open>.

Conditions for use: Adequate and appropriate supervision is required of the User. No IU13 personnel will assume any of the supervisory responsibilities related to the activity. IU13 may require the User to arrange for provide security personnel at the expense of the User.

Event organizers are responsible for crowd control and management at their event. There shall be at least (1) designated Crowd Manager for every 250 persons attending the event and the duties shall include:

- Ensuring orderly entrance into the conference center
- Removing any individual or group that is contributing to disorderly conduct
- Prior to the start of an event, the Crowd Manager shall ensure that an announcement is made identifying the locations of exits and advising patrons that in the event of an emergency or if the fire alarm sounds they must evacuate from the building
- Exits are clear and unobstructed at all times and assist in facilitating evacuation of the venue in the event of an emergency
- Watch for any suspicious or threatening activity and ask guests to report any suspicious or threatening activity to the designated crowd manager
- Ensure crowd can safely exit the building in the event of an emergency

1. For any public assembly involving political presentations, discussion, debate or any other activity with the potential for disorder, the lessee is required to furnish a security officer with the authority to maintain public order.

Damages: The User accepts liability for all damage to or loss of equipment that occurs while in the use of the User. If IU13-owned equipment requires a qualified operator, an IU13 operator will be provided for a fee payable by the User. Furthermore, the IU13 is under no circumstances liable for injury to any person or property of the User.

Indemnification: The User shall indemnify and hold harmless the IU13, employees and volunteers (collectively, the “Indemnities”) from any and all damages, lawsuits (including attorney fees, court costs, and all other defense costs), claims, demands, or actions that may be brought against the Indemnities as a result of the use of the Center by the User, or such suits allegedly arising out of the use of IU13 facilities by the User, or any person affiliated with the User. The indemnification and hold harmless obligation will include, but not be limited to: (i) reimbursing the Indemnities for attorney's fees, court costs, and all other defense costs, and (ii) full payment of any judgment, decree, award, decision, compromise, or settlement rendered against the Indemnities.

Cancellation: Cancellations initiated by the User must be made in writing, by (date) 2 weeks prior . IU13 reserves the right to cancel any event and terminate the Contract prior to the event for any of the following reasons: (i) the Center is not available if the IU13 is closed due to emergency conditions or order of the Commonwealth of Pennsylvania, (ii) during times of security risk, or (iii) if a snow emergency plan for Lancaster County is in effect for the time of the scheduled event. IU13 will make every effort to reschedule events that are cancelled due to unforeseen conditions. However, any losses or expenses incurred by the User due to such cancellations are the responsibility of the User.

Force Majeure: Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time to cancel this Agreement, or to extend the time for performance as reasonably necessary to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

Miscellaneous: If any provision of this Contract is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect. In the event a term of this Contract is not strictly enforced, such non-enforcement shall not be interpreted as acquiescence nor shall it be seen as precedent setting and enforcement of the term at any time in the future shall be binding and not subject to dispute. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws. User hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Contract shall lie exclusively with the state and federal courts for Lancaster County, PA. The headings of this Contract are for convenience of reference only and do not affect the meaning or interpretation of this Contract. No provision of this Contract shall be construed against a party simply because that party drafted the provision. This Contract constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties. Any changes, additions, or deletions shall be made in writing, signed by an authorized representative of both parties, and dated.

Rules and Regulations: The User confirms that it has received and reviewed the Center's "Rules and Regulations" and that the provisions of the Center's "Rules and Regulations" are incorporated into this Contract as if set forth herein.

Rules and Regulations

1. IU13 is unable to accommodate events that directly or indirectly conflict with the services provided by IU13.
2. Nonprofit organizations shall be required to provide documentation from the Internal Revenue Service or incorporating state confirming the nonprofit status.
3. Individuals shall not use, access, or enter upon any portions of the Intermediate Unit facilities or use contents not specified in the approved, written request form.
4. Individuals shall refrain from any conduct or activities not specifically identified in the approved, written request form.
5. Individuals and community groups shall clearly communicate that the activities are not being sponsored by the IU13, when advertising or promoting activities held at the Center.
6. Event signage must be free-standing or tabletop display.
7. The IU13 reserves the right to remove from its premises any individual or community group that fails to comply with the terms and conditions of Board Policy 707. Board Policy 707 is available at <https://go.boarddocs.com/pa/iu13/Board.nsf/vpublic?open>.
8. In the event that an individual or group violates this Contract or the terms under which permission was granted to use the Center, that individual or group forfeits the right to submit future written requests to use the Center, unless otherwise decided by the Board of Directors of the IU13.
9. The use of the Center shall not, in any way interfere with the operations of the IU13 or any of the programs or activities of the IU13.
10. If required for IU13 purposes, it is understood that the right is reserved to the IU13 to cancel the event on short notice. The IU13 reserves the right to revoke any approval for an event, without any liability, should such an action be deemed necessary or desirable.
11. The Center and equipment shall be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them.
12. No concession or other items will be sold in or at the Center unless approved in writing.
13. Within one-half (1/2) hour after the ending hour of use, the Center will be vacated and in as good a condition as when such use began. Unless payment is made for cleanup and cleanup is specifically requested, the property or facilities will be left in a thoroughly clean condition. Performance of clean up by the IU13 will not diminish any liability for damages.
14. The IU13 reserves the right to withhold rental privileges from any organization at any time and to reject any and all requests to use the Center.
15. The following activities, among others, are prohibited at the Center: (i) animals other than Service Animals, (ii) public dances or concerts, (iii) flying drones indoors, (iv) propelled objects are strictly prohibited, and (v) smoking. Please refer to Board Policy 707 for other prohibited activities, as the above is not an exhaustive list. If you have a question, please contact the Conference Schedule Coordinator at conference_services@iu13.org.
16. Consumption, possession or distribution of alcohol or illegal drugs is prohibited.