

City of Harrington
ROBERT E. PRICE COMMUNITY CENTER RENTAL CONTRACT

Site Address:

103 Dorman Street
Harrington, DE 19952
City of Harrington Facebook

Office Address

106 Dorman St.
Harrington, DE 19952
302-398-3530

Renter _____

Address _____

Email _____

Reason for Rental _____

Phone _____

to Attend _____

Rental Time _____

Rental Date _____

FOR OFFICE USE ONLY

Security Deposit _____

Proof of Identification:

Date _____

Type of ID DRIVERS LICENSE

Cash _____ Check # _____

(copy attached)

Rental Fee _____

Proof of Security:

Date _____

Date Received _____

Cash _____ Check# _____

(copy attached)

If tenant goes beyond allotted time, the tenant will be charged \$50.00 per half hour or forfeit the security deposit.

The renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement and agrees to accept the consequences for their failure to do so.

Usage Policy

The Robert E. Price Community Center facilities may be utilized for any lawful use that will not be injurious to the property or to individuals. The determination of lawful use shall be made in accordance with City ordinances and laws. The signer of this document is the event contact and shall be present during contracted use of the facility and must be in possession of this Contract whenever it is required to be produced to a member of the City or City of Harrington Police Department or other Officials. The event contact is responsible for being available to resolve any issues or concerns that may arise during the event. City of Harrington may require, and applicant shall furnish, supplemental information when such information that is necessary to ensure adequate safeguards for the protection of the property of the City of Harrington. RENTER agrees to pay all costs for repairs and restoration for any damages occurring during the period of contract.

In addition, the RENTER shall be liable to any person who shall receive actionable injury through the exercise thereof, and shall also hereby agree to hold harmless the City of Harrington, its duly elected officials, appointed officers and employees from any and all claims of negligence and harm associated directly or indirectly with RENTER'S or patron's use of said facility. The City of Harrington is not responsible for crowd control or any criminal activity that takes place during the rental. The Robert E. Price Community Center shall be occupied solely by the group who are parties to this contract, and in no event, shall the number be increased from the amount given on the Rental Contract. It is understood and agreed that the number of people in attendance shall not exceed 152. RENTER understands that at any time a representative from City of Harrington or City of Harrington Police may stop in during RENTER'S event to ensure that all rules as outlined are being adhered to.

- A. FEE. \$125/ hour with a minimum of 4 hours Saturday and Sunday.
- B. MINIMUM AGE. Renter must be at least 21 years of age.
- C. CANCELLATION. A full refund will be given when tenant gives four (4) weeks cancellation notice either by written notification or in person by verbal communication with a representative from the City of Harrington. No refunds will be given if tenant cancels rental with less than four (4) weeks' notice. **HALL RENTAL FEE MUST BE PAID 30 DAYS PRIOR TO EVENT. FAILURE TO PAY WITHIN SPECIFIED TIME FRAME WILL RESULT IN CANCELLATION.**
- D. ALCOHOL. The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of intoxicating beverages is allowed without permit. No glass beer bottles are permitted. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental period.
- E. SMOKING. Smoking is not permitted in the facility or on the grounds at any time.
- F. NUISANCE. The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the City of Harrington or City of Harrington Police Department, be grounds for ejection from the facilities. A copy of the City of Harrington noise ordinance, Chapter 259, is included in the rental contract.
- G. SECURITY. If security is deemed necessary due to the nature of event, the RENTER is required to guarantee a security officer for the event. RENTER must contact City of Harrington Police Department and provide proof of security to City of Harrington.
- H. PARKING. Parking is permitted on the street and in City Hall parking lot. Absolutely no parking is permitted in the church parking lot located on the corner of Mechanic and Dorman Street. Any vehicles of the group parked on or near the premises, together with the contents thereof, shall be parked at the risk of the group and the City of Harrington shall not be responsible or liable to the individual or group for loss or damage to said vehicle or its contents.
- I. BUILDING. All windows must be closed and locked at the conclusion of the rental. The thermostat(s) are not to be tampered with. All tables are to be stored in the closet to the left of the stage. All chairs are to be stored in the closet to the right of the stage.
- J. Doors must remain closed during event as this is a residential area and any noise is to be contained within the building. All event attendees must remain inside while at the event. No loitering outside is permitted. Turn off all lights at the conclusion of rental. All floors are to be swept and kitchen floor to be mopped.
- K. TRASH. Trash containers are provided; Renter must ensure that all refuse is placed in the trash container marked as **TRASH located on the SOUTH SIDE OF THE BUILDING**. If you have more trash than our containers can hold, you must take it with you when you leave.
- L. DAMAGE AND DEPOSIT. There is a deposit of \$200.00 required in addition to the rental fee, which shall be returned only if City of Harrington staff determines that all conditions of this rental contract have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this rental contract, the deposit may be retained to recover the administrative cost of recovering damages from the Renter. The Renter is also responsible for all damage costs.

M. PERSONAL PROPERTY. The City of Harrington is not responsible for damages or loss to personal property of the RENTER, guests, invitees, independent contractors and/or entertainers/vendors, which is left on the premises before, during or after the event.

N. FOOD AND BEVERAGE. You may bring a caterer of your choice or provide your own food; however, the caterer must provide the City of Harrington with a certificate of insurance. If you provide your own food, the City of Harrington assumes no responsibility from anything arising from it. Because of limited kitchen equipment, most foods must be prepared before the time of rental. The kitchen contains a refrigerator, freezer, and sinks. No cooking using anything except a crock pot is permitted at any time. Rental utensils and dishes are not available. The RENTER is responsible for clearing tables and removing all garbage to the outside trash cans and leaving the kitchen in order. If trash of any kind is left or tables and chairs are not properly stored the deposit will be forfeited.

O. DECORATIONS. No decorations may be affixed to any wall, ceiling or beam with tape, nails, tacks, screws, staples or any type of adhesive. No staples or tape are to be used on tables. Candles must be enclosed in glass shade or votive container. No glitter, sprinkles, silly string or bubbles may be used in the facility.

P. RETURN OF POSSESSION. RENTER shall return the premises to the City of Harrington in the same condition as received.

Q. DEPOSIT. The RENTER will forfeit their deposit in the event any of the rules of the contract are breached or if a staff member has to move furniture or clean-up after a rental. Rental deposit must be paid upon booking. Reimbursement of deposit can take up to 30 days to process.

R. INDEMINIFICATION. Tenant shall defend and indemnify the City of Harrington with respect to any claims and losses, including attorney fees, in any way arising out of the use of the premises, including City Hall parking lot by any persons whatsoever, during the rental period, expressly including losses arising out of any violation of the rules.

S. DECLARATION OF EMERGENCY. In the event of inclement weather resulting in a State of Emergency to be declared or any other natural or unseen event whereas a State of Emergency is declared on the day of RENTER'S event, a full refund will be provided or tenant may reschedule.

T. ENTRY INTO THE BUILDING. The building will be automatically unlocked for the scheduled time of the event. The door will stay unlocked the entire time the renter paid for and will lock after the allotted time. If there are any issues, please call Public Works at 302-632-8827.

U. Rental duration for the Robert E. Price Community Center is for short-term use only. Long-term leases are not permitted.

Tenant _____ Date _____

City of Harrington City Manager _____ Date _____

Chapter 259 NOISE

[HISTORY: Adopted by the Mayor and Council of the City of Harrington 3-2-1998 by Ord. No. 98-01. Amendments noted where applicable.]

§ 259-1. Violations and penalties.

Any person or any group of individuals acting singly or in concert violating this chapter shall be guilty of a violation and shall forfeit and pay a fine of not less than \$10 nor more than \$25 and costs of prosecution for the first offense, and for the second offense thereof shall be fined not less than \$25 nor more than \$100 and costs of prosecution.

§ 259-2. Prohibited noises generally.

- A. The making, creating or permitting of any unreasonably loud, disturbing and unnecessary noise within the corporate limits of the City is hereby prohibited.
- B. The making, creating or permitting of any noise of such character, intensity or duration as to be detrimental to the life, health or welfare of an individual or which either disturbs, injures or endangers the comfort, repose, peace or safety of any individual is hereby prohibited.

§ 259-3. Prohibited noises enumerated.

The following acts, among others, are declared to be unreasonably loud, disturbing and unnecessary noises in violation of this chapter, but such enumeration shall not be deemed to be exclusive, namely:

- A. Blowing horns: the sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger signal, so as to create any unreasonably loud or harsh sound, or the sounding of such device for any unnecessary and unreasonable period of time.
- B. Radios, phonographs, tape recorders, etc.: the playing of any radio, phonograph, tape recorder or any musical instrument in such manner or with such volume, particularly during hours between 11:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of any person in any dwelling, hotel or other type of residence, or between the hours of 7:00 a.m. and 11:00 p.m. so as to annoy or disturb the peace and quiet of pedestrians on the public streets and sidewalks of the City.
- C. Pets: the keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person in the vicinity.
- D. Use of vehicles: the use of any automobile, truck, motorcycle, motorbike, moped, motor scooter, dirt bike, boat motors, or other self-propelled vehicle, whether licensed and registered to operate on the public highways of this state or not, so designed, loaded, out of repair or operated in such manner as to create unreasonably loud and unnecessary grating, grinding, rattling or other noise. 259:1
- E. Loudspeakers or amplifiers: the use of mechanical loudspeakers or amplifiers, whether stationary or mounted on a vehicle for advertising or other purposes; provided that in the exercise of free speech, loudspeakers or amplifiers may be used for noncommercial purposes except under the following conditions: [Amended 12-15-2008 by Ord. No. 08-07]
 - (1) It shall be unlawful to speak into a loudspeaker or amplifier within the corporate limits of the City between the hours of 11:00 p.m. and 7:00 a.m.

(2) It shall be unlawful for any person to speak into a loudspeaker or amplifier within the corporate limits of the City, when such loudspeaker or amplifier is so adjusted that the voice of the speaker is amplified to the extent that it is audible at a distance in excess of 150 feet from the person speaking.

General Information

Name of the Venue: Robert E. Price Community Center

Address of the Venue: 103 Dorman Street, Harrington, DE 19952

City of Harrington Contact Number: For day of rental emergencies please call 302-632-8827.

Tables and Chairs. As part of this Agreement, the Venue shall provide the Client with 120 white folding chairs and 15 round tables (60-inch diameter) for use during the rental period. The Client is responsible for the setup and arrangement of all provided furniture. All items must be returned in the same condition in which they were received.

Sound System. The Venue is equipped with a built in PA system. This includes two overhead speakers, a microphone, AM/FM Radio, and Bluetooth connection. There is also a projector over the stage.

Wi-Fi. Wi-Fi is included with the rental. The Wi-Fi name is Guest Wi-Fi and the password is Harrington1.

Entry into the Venue. Please note that the venue will be unlocked automatically at the allotted time, eliminating the need for manual access or staff assistance at that time. The door will stay unlocked the entire time the renter paid for and will be locked after the allotted time. If there are any issues, please call Public Works at 302-632-8827. **PLEASE PUSH AND PULL THE DOOR BEFORE CALLING THE PUBLIC WORKS NUMBER TO ENTER INTO THE BUILDING.**