CENTRAL PA
CHAMBER OF COMMERCE

"Helping Our Region Grow."

CENTRAL PA CHAMBER OF COMMERCE
30 Lawton Lane, Milton, PA

FACILITY USAGE AGREEMENT

This Facility Usage Agreement establishes the terms and conditions under which the Central PA Chamber of Commerce (hereinafter referred to as the "Chamber") permits an individual, business, or organization (hereinafter referred to as the "Facility User") to utilize designated areas of the Chamber's facility.

By signing this Agreement, the Facility User acknowledges and agrees to comply with all policies, procedures, payment requirements, and responsibilities outlined below.

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1. FACILITY USAGE RATES

The following rates apply to facility usage:

- **Daytime Usage: $15 per day** – Monday through Friday, 8:00 AM to 5:00 PM
- **Daytime Usage: $30 per day** – Saturday and Sunday, 8:00 AM to 5:00 PM
- **Evening Usage: $30 per day** – Monday through Sunday, 5:00 PM to 10:00 PM
- **Non-Member Rate**: $75 per day – Monday thorough Sunday, 8:00 AM to 10:00 PM

Central PA Chamber members receive 1 Usage at no charge per calendar year; other usages will follow the above rates.

*Rates are subject to the approved facility reservation and applicable usage period.

2. PAYMENT, CANCELLATIONS & REFUNDS

Payment for facility usage is due prior to the scheduled date of use. An electronic invoice will be emailed to the Facility User once the reservation has been confirmed.

The Facility User agrees to provide the Chamber with at least **72 hours' notice** of any cancellation. If cancellation notice is not received within this timeframe, the Facility User remains responsible for the full facility usage fee.

Facility usage fees are nonrefundable when a cancellation is initiated by the Facility User or results from circumstances outside the Chamber's control. Refunds will be considered if the Chamber is responsible for the cancellation.

3. THIRD-PARTY SERVICES

The Facility User is solely responsible for arranging and paying for any third-party services, vendors, contractors, or service providers requested in connection with their facility usage.

The Chamber will not be responsible for contracting, coordinating payment, or making payments to any third parties on behalf of the Facility User.

By signing this Agreement, the Facility User accepts full financial responsibility for any third-party services they request.

4. REQUIRED BUILDING WALK-THROUGH & ACCESS

Before the scheduled facility usage, the Facility User must arrange a mutually agreed-upon date and time with a Chamber staff member to complete an in-person building walk-through.

During this walk-through, a Chamber staff member will:

- Demonstrate the proper procedures for unlocking and securing the building.
- Explain building access and key procedures, when applicable.
- Review the Facility User's responsibilities and expectations.
- Provide instructions regarding the operation and use of available rooms, equipment, and amenities.

The Facility User is responsible for understanding and following all building access, security, and closing procedures before utilizing the facility.

5. AVAILABLE ROOMS & AMENITIES

ROSS ROOM (Board Room)

Maximum Capacity: 30 people

Available amenities:

- Dry erase board
- Television with HDMI connection and sound bar
- Coffee bar with mugs, water cooler, coffee maker, and tea bags

SMITH ROOM TRAINING CENTER
Maximum Capacity: 50 people
Available amenities:

- Dry erase boards
- Two televisions with wireless and HDMI connections and sound bar

BREAKFAST ROOM

- Two tables and chairs

ADDITIONAL AREAS AVAILABLE FOR USE
Kitchen **available upon approval and fee discussion*

- Stove
- Microwave
- Refrigerator

- Plates, cups, silverware, and utensils

The Facility User agrees to use only the rooms and areas approved as part of their reservation.

6. FACILITY USER RESPONSIBILITIES

The Facility User is responsible for leaving the facility clean, orderly, and in the same general condition in which it was found.

The following responsibilities must be completed after each use:

Room Setup & Furnishings

- Return all tables and chairs to the rooms and locations from which they originated.
- Leave all rooms and furnishings in their original arrangement unless otherwise authorized by Chamber staff.

Trash & Cleanliness

- Remove all trash and place it in the designated outdoor trash receptacles.
    - If more than one bag of trash additional bags to be taken with you.
- Replacement trash bags are located inside the trash receptacles.
- Leave all rooms, kitchen areas, and common spaces clean and orderly.

Lighting

- Turn off all lights in each room before leaving, including the chandelier in the main hallway.
- Kitchen, bathroom, and main hallway lights are motion-activated.

Coffee Bar

- Replace any mugs used during facility usage. Additional mugs are located to the left of the coffee bar.
    - Place used mugs in the dishwasher (do not run the dishwasher).
- Empty the coffee filter after each use.
- Replace empty water jugs as needed. Replacement jugs are located underneath the coffee bar.

Television & Equipment

- Turn off all televisions after use.
- Return all cords and accessories to the same location in which they were found.
- Ensure all equipment is properly stored and left in good working conditions.

Dishes & Kitchen Items

- Place all used dishes, utensils, and mugs in the dishwasher.
- For daytime usage, notify Chamber staff if the dishwasher is full.
- For evening and weekend usage, email Chamber staff if the dishwasher is full. Staff will operate the dishwasher upon returning to the office.

Building Security – Evening & Weekend Usage

- Return any building keys provided for access to the designated key ring located in the kitchen on the left side of the refrigerator.

- Ensure the front entrance door is securely locked before leaving the building.
- Ensure all other applicable access points are secured as demonstrated during the required building walk-through.

7. DAMAGE, ADDITIONAL FEES & FINANCIAL RESPONSIBILITY

The Facility User is responsible for any damage to the building, furnishings, equipment, or other Chamber property resulting from their facility usage, including damage caused by their guests, attendees, vendors, or other individuals associated with their event.

The Facility User agrees to reimburse the Chamber for reasonable repair or replacement costs resulting from such damage.

**If the Facility User utilizes an excessive number of electrical devices or generates more than one bag of trash, additional fees may apply.*

These additional charges are intended to offset increased electrical, utility, maintenance, and disposal costs, allowing the Chamber to continue providing affordable facility usage benefits to its members.

Any additional charges will be communicated to the Facility User.

8. ASSUMPTION OF RISK

The Facility User acknowledges that the use of the Central PA Chamber facility for meetings, events, and other activities carries certain inherent risks that cannot be eliminated, regardless of the precautions taken to prevent injuries.

These risks may include, but are not limited to, minor injuries, serious injuries, and catastrophic injuries.

The Facility User acknowledges that the Chamber will take reasonable precautions to maintain a safe environment. However, to the fullest extent permitted by Pennsylvania law, and except to the extent caused by the Chamber's gross negligence or willful misconduct, the Chamber shall not be responsible for injuries sustained by the Facility User or their guests in connection with facility usage.

9. WAIVER & RELEASE OF LIABILITY

To the fullest extent permitted by Pennsylvania law, the Facility User agrees to release, waive, discharge, and covenant not to sue the Central PA Chamber of Commerce, its officers, directors, employees, representatives, agents, service providers, property owner, and building leaseholder/lessee for claims, liabilities, losses, damages, demands, or causes of action arising out of or related to the Facility User's use of the premises.

This release includes claims involving property loss or damage, accidents, illness, personal injury, or death sustained by the Facility User or their guests while utilizing the facility.

The Facility User further acknowledges that the Chamber is not responsible for the acts, omissions, services, or conduct of independent vendors, contractors, or other third-party service providers engaged by the Facility User.

Nothing in this Agreement shall release or waive liability to the extent such liability arises from gross negligence, willful misconduct, or any other circumstance for which liability cannot legally be waived under applicable law.

10. HOLD HARMLESS & INDEMNIFICATION

To the fullest extent permitted by Pennsylvania law, the Facility User agrees to defend, indemnify, and hold harmless the Central PA Chamber of Commerce, including its officers, directors, employees, representatives, agents, property owner, and building leaseholder/lessee, from and against claims, demands, losses, damages, liabilities, expenses, and costs, including reasonable attorney fees, arising out of or in connection with the Facility User's use of the premises.

This obligation applies to the extent such claims or damages are caused by the negligent or wrongful acts or omissions of the Facility User, their guests, attendees, vendors, contractors, or other individuals associated with their facility usage.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Chamber and the Facility User concerning the use of the facility and supersedes all prior agreements, understandings, representations, or communications, whether written or verbal, relating to the subject matter herein.

No modification or amendment to this Agreement shall be valid unless made in writing and acknowledged by both parties.

The Facility User acknowledges that no representations or promises to have been relied upon other than those expressly stated in this Agreement.

12. FORCE MAJEURE

Neither party shall be held liable for failure or delay in performing its obligations under this Agreement when such failure or delay results from circumstances beyond that party's reasonable control.

Such circumstances may include, but are not limited to, acts or regulations of public authorities, civil disturbances, natural disasters, epidemics, floods, fires, hurricanes, earthquakes, terrorism, or other unforeseen events that make performance impossible or impracticable.

13. ACKNOWLEDGMENT & ACCEPTANCE

The Facility User acknowledges that they have carefully read and fully understand the terms and conditions of this Agreement.

The Facility User understands that this Agreement contains provisions addressing assumption of risk, waiver and release of liability, and indemnification, which may affect their legal rights.

By signing below, the Facility User acknowledges that they are entering into this Agreement freely and voluntarily and agree to abide by all terms and conditions contained herein.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall fully remain in full force and effect permitted by law.

FACILITY RESERVATION INFORMATION

Facility User / Responsible Individual: _____

Business / Organization: _____

Job Title: _____

Room(s) Reserved: _____

Date(s) of Usage: _____

Scheduled Usage Hours: _____

ACKNOWLEDGMENT & SIGNATURE

By signing below, I acknowledge that I have read, understand, and agree to all terms and conditions outlined in this Facility Usage Agreement. I accept responsibility for ensuring that all individuals associated with my facility usage comply with the policies and procedures established by the Central PA Chamber of Commerce.

Facility User Signature: _____

Printed Name: _____

Business / Organization: _____

Job Title: _____

Date: _____

Central PA Chamber Staff Representative: _____

Date: _____