

Key # given to renter:

Date key was returned. \_\_\_\_\_\_\_\_\_\_\_\_

Keys may be put in the drop box outside the gym door. Please notify CHOY when you return the key to the drop box. choy@choyork.org 717-755-1033

**77 Shoe House Road**

**York, PA 17406**

**717-755-1033**

**Gymnasium Rental Agreement**

This Gymnasium Rental Lease Agreement (“**Agreement**”) is made between the following Children’s

Home of York (“**CHOY**”) and the party referenced below (“**Renter**”):

**I. Renter Information:**

Renter:

Contact Person: Billing Address:

Phone Number: Email:

**II. Rental Information:**

Activity for use in the Gymnasium (“**Activity**”): Beginning Date of Rental Usage:

Ending Date of Rental Usage: Day(s) of Usage: Timeslot(s) of Rental Usage (“**Timeslot**”): Total Number of Rental Space Hours provided during the term of the Agreement:

Total Amount Due at the rate of **$50.00**/hour:

**III. Representations and Warranties:** CHOY represents and warrants that it is a Pennsylvania non-profit corporation located at 77 Shoe House Road, York, Pennsylvania 17406 (“**Property**”). CHOY owns a gymnasium and training room (“**Gym**”) located in Buildings C and D of the Property, and desires to lease use of the Gym in limited time increments, as described above, to Renter. Renter represents and warrants that it desires to lease from CHOY the Gym. It further represents and warrants that the information provided about it above is true and accurate, and that is desires to use the Gym solely for the activity listed above.

**IV. Terms:** In consideration of the terms and conditions contained within this Agreement, CHOY has granted, and Renter has accepted, a right for Renter to use and occupy the Gym as provided herein.

**V. Activity:** Renter agrees that the Gym described above is to be used and rented for the express limited purpose of the Activity, as described in Section II above. Renter shall not use or occupy the Gym for any purpose other than the Activity without prior written consent of CHOY. Renter shall not use the Gym for any purpose or in any manner that may render insurance for the Gym or Property void, or that could potentially result in increased insurance premiums for CHOY.

**VI. Rent:** Renter shall pay to CHOY the rental sum of **Fifty Dollars ($50.00)** per hour of usage of the Gym. All rent payable under this agreement is due upon execution of this Agreement. All payments of rent under this agreement are non-refundable, except as described in Section XII.

**VII. Time:** Renter agrees and acknowledges that Renter has only contracted use of the Gym for a specific and limited period of time, as described in Section II above. Renter shall vacate the Gym prior to the expiration of its Timeslot for each period of time for which it has rented the Gym, such that it is open and available for use by any subsequent party at the start of their rental time period. Renter has no right to enter Gym prior to the start of its Timeslot, nor has any right to remain in the Gym following expiration of this period. In the event that Renter fails to exit the Gym by the end of its Timeslot, it shall be considered to have used the Gym for at least entire additional hour, and pay CHOY additional rental fees based upon the **$50.00** per hour rental fee described in Section II. All times, as referenced in this agreement, shall mean the time as measured by the clocks located on the Property.

**VIII. Condition of the Gym:** Renter is hereby renting the Gym in its “AS IS, WHERE IS” condition. CHOY makes no warranty to Renter regarding the suitability of the Gym for Renter’s stated purpose. At the conclusion of its rental time period, Renter shall ensure that condition of the Gym remains in the same or similar condition as how it was when Renter entered the Gym. Renter shall be solely responsible for any and all damage, beyond normal wear and tear, caused to the Gym or Property during its Timeslot or as a result of its renting of the Gym. Renter shall be required to arrange for the repair of any such damage immediately. In the event that Renter does not satisfactorily repair any damage within five (5) days, CHOY shall be entitled to arrange for repairs at Renter’s expense. Renter shall reimburse CHOY for the full and actual cost of any such repairs within thirty (30) days of CHOY’s written request for reimbursement and such request shall include a written verification of the amount of the expenses incurred. **Renter will be responsible for cleaning up and disinfecting the gym (concentrating on door handles, common surfaces, and bathrooms). Renter is responsible for bringing and purchasing their own disinfecting wipes and cleaners.**

**IX. Indemnification:** Renter shall indemnify, defend and hold CHOY and its’ agents, employees, and officers harmless from and against any and all claims, losses, costs, liabilities, damages and expenses including, without limitation, penalties, fines and reasonable attorneys’ fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Gym or Property for any injury or damage caused by Renter or any person occupying the Gym or Property through Renter. Furthermore, Renter hereby releases CHOY and its agents, employees, and officers from responsibility for, waives its entire claim of recovery for, and assumes all risk of damage to property or injury to persons in or about the Gym or Property from any cause whatsoever (except to the extent caused by gross negligence or willful misconduct of CHOY).

**X. Parking:** Parking is available on the Property at the locations specified by CHOY. Vehicles that park outside of the authorized area may be towed at the owner’s expense. Renter agrees to make this known to all persons occupying the Gym or Property through it.

**XI. Rules and Regulations/Compliance with Law:** Renter agrees that at all times while using the Gym and/or Property, it shall comply with all applicable federal, state, and local laws and regulations. Renter further agrees to comply with all of the Rules and Regulations posted by CHOY regarding the use of the Gym and Property. Renter hereby indemnifies CHOY for any and all damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys’ fees) arising out of or in connection with a violation of any federal, state, or local law, regulation, or ordinance by Renter or by any person occupying the Gym or Property through Renter, as a result of Renter’s use of the Gym or Property.

**XII. Cancellation:** In the event that the use of any Timeslot under this agreement is later cancelled by Renter, Renter agrees that any rent paid to CHOY shall be forfeit and non-refundable. In the event that the use of any Timeslot is cancelled by CHOY, the rent paid by Renter for that Timeslot shall be refunded by CHOY within thirty (30) days.

Children’s Home of York Renter

Date Date

\_Policy manual\ gym rental agreement 100.24d

Revised last: 06/22 Pending Board Approval