

ROOM RESERVATION AGREEMENT

This **ROOM RESERVATION AGREEMENT** is made the 16th day of **November, 2021** by the **Township of Lower Makefield**, a political subdivision of the Commonwealth of Pennsylvania, maintaining a principal place of business at 1100 Edgewood Road, Yardley, Pennsylvania (hereinafter referred to as the Township), and **Newtown Quilters Guild a Pennsylvania Corporation** with a primary business address of **111 Liberty Drive, Newtown PA 18940**. (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, the Township owns and maintains a number of properties and facilities for use by the community;

WHEREAS, Provider wishes to increase its recognition among the residents of the Township and of Bucks County by providing certain Services as outlined in this Agreement, and any addendums or amendments thereto, at a Township owned property;

WHEREAS, the Township has agreed to permit Provider to provide certain Services as outlined in this Agreement at Township-owned property and/or facility on a periodic basis;

WHEREAS, Provider has agreed to provide said Services at Township-owned property and/or facility on a periodic basis;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Township and Provider agree to the following terms:

1. **Reservation of Space.** The Township agrees to reserve a room of sufficient size at the Community Center for the exclusive use by the association **on the requested meeting date provided by the guild and agreed on by the Township.**

April 19, 2022

June 21, 2022

August 16, 2022

E.L. November 18, 2022

December 20, 2022

OCTOBER, 18, 2022 NMMY

2. **Size Determination.** The Township, in its sole discretion, shall determine whether the room is of a sufficient size for the number of expected attendees as provided by the Association, no later than one week prior to the scheduled reservation.
3. **Payment.** The Township and the Association expressly agree that the Association agrees to provide payment for the reservation and use of the room at the Township-owned Community Center. The association agrees to pay the Township for the use of the room used for its monthly meetings according to the schedule below no later than fourteen days following the Association's meeting:

A. Classroom 2: \$25.00 for a 4-hour block

The Guild will be renting the room out 5 times totaling in \$125.00 for the 5 reservations listed above.

- B. The great room: \$125.00 for a 4-hour block
- C. **Legal Compliance.** The Association agrees to comply with all applicable federal and state law, and agrees to comply with all Township ordinances and adopted policies, including but not limited to, any and all policies applicable to the use of the Township Community Center.
- D. **Indemnification by the Association.** Except to the extent of the Township's gross negligence or willful misconduct, Provider shall indemnify and hold the Township and the Township's officers, administrators, members of its board of directors, employees, attorneys and agents (collectively, the "Township Indemnitees") harmless from and against any and all liabilities, injuries (including death), losses, damages, costs, including reasonable attorney fees, judgments, settlements, claims, actions, causes of action, penalties, awards or expenses of any nature to the extent arising out of Provider's, or its shareholders', members', partners', officers', directors', employees', personnel's, contractors', subcontractors', consultants', therapists' or agents' (collectively, the "Provider Indemnitors") performance or omission of performance pursuant hereto or in connection herewith from, including but not limited to, the following: (1) any and all labor, employment, unemployment compensation, or workers' compensation claims or causes of action or other claim or cause of action arising from an employment, collective bargaining or contractor relationship between Provider and any of the other Provider Indemnitors or any collective bargaining unit; (2) the intentional, negligent or wrongful performance, acts or omissions of any of Provider Indemnitors in connection with any services provided pursuant to this Agreement; (3) the intentionally improper, negligent or wrongful disclosure, storage, handling (including, but not limited to, maintaining the security of) by any of Provider Indemnitors of any records or information of the Township, including but not limited to student health records, received by it under this Agreement; (4) any breach, violation, inaccuracy, or misrepresentation of or contained in any term, condition, covenant, representation, warranty or covenant of Provider contained herein or any omission of a material fact necessary to be stated herein in order to make such statement not a breach, violation, inaccurate or misrepresentation; (5) the claim of malpractice, ineffective rendering of service or other claim related to the negligent, wrongful or intentionally improper provision of services by any of Provider Indemnitors in connection with this Agreement; and (6) any claim, notice, violation, citation, breach or other failure alleging violation of any of Provider Indemnitors with respect to any federal, state or local law, regulation, ordinance, contract, or other obligation. Provider Indemnitor's duty to indemnify the Township

Indemnitees shall not be limited to the available proceeds of insurance coverage.

- E. **Assumption of Risk.** Provider undertakes and assumes all risk of any dangerous condition, whether known or unknown, identified or not identified, on the property.
- F. **No Employment Relationship.** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the Township and Provider. The employees, agents or subcontractors of one party shall not be considered the employees or subcontractors of the other party. At all times the employees of Provider shall be deemed to be employees of Provider (or an Affiliate, as the case may be), and Provider (or an Affiliate, as the case may be) shall have sole and exclusive authority over all such employees and labor matters for such employees, including, without limitation, determination of wages, benefits, vacation and holiday schedules, hours of work, job assignments, and other terms and conditions of employment. Nothing herein shall be construed to create an employer-employee relationship between the Township and Provider, or any employee of Provider.
- G. **Term and Termination.** The term of this Services Agreement shall be for one year from the date of execution and shall not automatically renew. The parties shall have the right to terminate this agreement for any reason with written notice 4 months prior to the termination.
- H. **Background Checks.** All instructors and other employees utilized by the Provider at Township-owned properties or facilities for the purpose of conducting a program for minors (defined as those under 18 years of age) shall be in compliance with all mandated clearances required for employees who have direct contact or routine interaction with children. Provider agrees to furnish copies of Pennsylvania Child Abuse History Clearance, Pennsylvania Criminal Background Check, and FBI Criminal Background Check for any and all staff assigned to the Township in order to provide contracted services.
- I. **Insurance.** Provider shall obtain and maintain at its own expense the following types and amounts of insurance for the term of this Agreement:
 - a. **General Liability:** Provider shall obtain General Liability Insurance on an occurrence form with a five hundred thousand dollar (\$500,000.00), at minimum, combined single limit of liability per occurrence and, at minimum, a one million dollar (\$1,000,000.00) annual aggregate.

The Township of Lower Makefield shall be named as an additional insured on the General Liability insurance policy obtained by Provider. Provider shall provide the

Township with a copy of insurance certificate(s) at least 10 days prior to providing Services under this Service Agreement.

- J. **Successors**. This Agreement shall bind the successors of the Township and Provider in the same manner as if they were expressly named.
- K. **Choice of Law**. This Services Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- L. **Venue**. In the event that any dispute arises out of the Agreement, the parties hereto consent and agree that venue and jurisdiction for any dispute hereunder shall be exclusively in the Court of Common Pleas for Bucks County, Pennsylvania.
- M. **Waiver**. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- N. **Entire Agreement**. This Agreement constitutes the entire agreement between the Township and Provider with respect to the matter of indemnification. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with the terms of this Agreement. In the event of any dispute between the parties regarding the Agreement, this contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against the drafter of any part of the Agreement.
- O. **Alteration**: No alteration or variation of the terms of this Agreement is valid unless made in writing and signed by both parties.
- P. **Binding Agreement**: This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors, heirs, and assigns.
- Q. **Headings**. The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.
- R. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not affect any other provisions of this Agreement.
- S. **Acknowledgment**. The association represents and acknowledges that it had ample time and a full opportunity to consider whether to enter into

this Agreement and have it reviewed by its counsel at its option and expense, and has carefully and completely read, fully understands, and freely and voluntarily accepts the terms of this agreement.

- T. **Counterparts.** This agreement may be executed via electronic signatures and in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be executed and their corporate or common seals hereunto affixed the day and year first above mentioned.

LOWER MAKEFIELD TOWNSHIP

By: Elizabeth Lawson

Program Manager

By: Nancy J. Steigerwalt
Title: President