

Parking Authority of the City of Pittston

35 Broad Street
Pittston, PA 18640

PARKING LOT RENTAL POLICY

The Parking Authority hereby adopts the following as the rental policy for the rental of the the lots operated by the Authority (Robert Conroy lots and John Middleton lot):

1. **Definitions.** For the purposes of this policy, the following terms shall have the meaning given them in this section.
 - a. **Alcohol.** "Alcohol" means wine, beer, liquor, and any other beverage containing more than one-half of one percent alcohol by volume.
 - b. **Event.** "Event" means the entire period for which a Renter has rented the Lot, including any permitted set-up or clean-up periods.
 - c. **Grounds.** "Grounds" means the land immediately adjacent to and surrounding the Lot that is owned or leased by the Authority.
 - d. **Guests.** "Guests" means those who attend the Event.
 - e. **Lot.** "Lot" means the Robert Conroy Lot (more commonly known as the Tomato Festival lots) and the John Middleton Lot.
 - f. **Rental Application.** "Rental Application" means the form developed by the Authority to be completed and submitted to the Authority by proposed Renters to seek permission to rent the Lot.
 - g. **Rental Request.** "Rental Request" means the submission of a completed Rental Application by a proposed Renter seeking permission from the Authority to rent the Lot.
 - h. **Renter.** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Lot.
 - j. **Authority.** "Authority" means Parking Authority of the City of Pittston and any references to actions or approvals by the Authority are to its Authority Board or Executive Director.
2. **Renters Bound by Policy.** Rental of the Lot constitutes Renter's acceptance of the terms and conditions of this policy. The Renter assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If a corporation or entity is renting the Lot, an officer or agent of the corporation or entity must

be designated on the application as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

3. **Rental Request.** The Lot(s) can be rented by anyone, but preference is given to City residents or organizations.

- a. **Process.** All rental requests must be made on the application form provided by the Authority and delivered to the Authority Administrative Assistant. All rental requests must be made at least 20 days before the proposed Event. When a completed Rental Application is received, the Authority will notify the Renter of whether the request is approved. All approvals are subject to and conditioned upon: the payment of all required rental fees and a refundable damage deposit of \$100; any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all the provisions of this policy and any other applicable rules or regulations.
- b. **Rental Hours.** The rental hours for a particular Event shall be as indicated by the Authority on the Rental Application form and approved by the Authority. The Authority may approve additional hours only on the day of the rental to allow for set-up before, and clean-up after, the Event. The lot(s) may be rented for an additional day if early access is desired. The Renter and all attendees must vacate the Lot by the end of the designated rental time period, except that the Authority may approve specific additional hours a Renter may use to clean the Lot after the Event on the day of rental.
- c. **Sublet or Transfer.** A Renter may not sublet the Lot, nor may the application or rental privileges be transferred or assigned.
- d. **Cancellation.** Approved rental requests may be cancelled as provided in this section. Application fees are non-refundable and will not be returned if a rental request is cancelled within 48 hours of the Event.
 - i. **By Authority.** The Authority may cancel any approved rental request in any of the following circumstances: (1) at any time if the Renter fails to comply with any conditions imposed by the Authority on the rental including, but not limited to, failing to file the required damage deposit within the time set, failing to pay the rental fee in full by the time set, failing to provide for security by law enforcement when required; (2) for any reason if the Authority provides notice of cancellation to the Renter at least 30 days before the Event; or (3) at any time for reasons beyond the Authority's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services. If the Authority cancels a rental request after it has been approved, except for Renter's failure to provide payment, proof of insurance, or to comply with any other conditions imposed on the request within the time set, it will return any rental fees and damage

deposit paid by the Renter. Renter acknowledges and agrees that the Authority shall not be liable for any claims of disruption, loss, or damages resulting from the Authority's cancellation of a rental request as provided in this section.

- ii. **By Renter.** A Renter may cancel a rental request up to 48 hours before the Event. The Authority will return any rental fees and damage deposit paid by the Renter. A Renter canceling a rental request within 48 hours of the Event forfeits all rental fees paid the Authority, but the Authority will return the damage deposit if one was paid.

4. **Rental Fees and Damage Deposit.** The following rental fees and damage deposit apply to the rental of the Lot and must be paid to the Authority at least 7 days before the Event. Rental fees are not refundable, except that any unused portion of the damage deposit will be returned to the Renter within 30 days after the day of the Event.

- a. **Application (Rental) Fee.** All applications requesting rental of the Lot must be accompanied by a non-refundable rental fee in the amount of \$25. This fee shall be applied to the rental fee if the application is approved.
- b. **Rental Fees.** Rental fees are as follows:
 - a. Robert Conroy A(Lower Tomato Festival Lot) - \$150 per day
 - b. Robert Conroy B (Upper Tomato Festival Lot) - \$200 per day
 - c. Robert Conroy A & B - \$325 per day
 - d. John Middleton - \$200 per day
 - e. There shall be an additional \$50 per day fee if electricity will be utilized in the lot(s), i.e. to energize the bandshell.
- c. **Government/Organization/Group Entity Fees.** The Executive Director has the authority to reduce or waive the fees for any related city government, organization or group and each request for reduction or waiver of fees shall be considered on a case by case basis and one reduction or waiver shall not constitute a continued practice.
- d. **Damage Deposit.** The Authority requires a Renter to post a damage deposit of \$100 with the Authority at least 20 days before the date of the Event. The Renter is responsible for all damages caused to the Lot or Grounds during the Event. The Authority Board may deduct from the damage deposit any repair and clean up costs it incurs to return the Lot and Grounds to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within 30 days of the day of the rental. If a damage deposit was not collected, or if the costs to clean and repair the Lot exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the Authority for all costs the Authority incurs to clean and repair the Lot and Grounds, including all collection costs. The Authority will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Lot and Grounds that is due and payable upon receipt.

5. **Use of the Lot.** The Renter and Guests must comply with all of the following.
- a. **Alcohol policy.** The Authority prohibits consumption of any type of alcohol in the Lot or on the Grounds. Evidence of alcohol consumption will result in forfeiture of damage deposit. On a case-by-case basis the Executive Director may allow alcohol with certain conditions and insurances.
 - b. **Set-Up and Decorations.** The Authority may allow the Renter to enter the Lot before the rental hours on the day of the event in order to set-up or decorate for the Event. Decorations may not be affixed to the Lot in any way that damages the Lot.
 - c. **Sound Levels and Noise.** Sound levels and noise must be controlled so as to not cause damage to the Lot or to unreasonably disturb the neighbors. Events must be concluded by 11PM Sunday through Thursday and 12AM on Fridays and Saturdays.
 - d. **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being ejected and arrested. The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused. If anyone is ejected and/or arrested the damage deposit may be forfeited and rental privileges of the Renter may be revoked in perpetuity.
 - e. **Law Enforcement.** The Authority may require the Renter to have a City of Pittston Police Officer(s) present during the Event. The Renter will be responsible for paying for the service.
 - f. **Gambling.** Gambling of any nature or manner is prohibited.
 - g. **Smoking.** The Lot and Grounds are entirely smoke-free and smoking of any kind is prohibited in the Lot and on the Grounds..
 - h. **Charging Admission.** The Renter may not charge admission for the Event unless approved by the Authority.
 - i. **Safety.**
 - i. No furniture, decorations, or other items may be placed in a way that blocks the exits.
 - ii. The Renter is responsible for assuring the Lot does not become overcrowded and shall not exceed the posted capacity.

iii. No open flames, sparklers, or any fireworks are permitted in the Lot or on the Grounds.

k. **Clean-Up.** The Renter is responsible for cleaning the Lot and Grounds and must return the Lot and Grounds to at least the same condition it was in before the rental. Failure to do so will result in forfeiture of damage deposit.

1. **Use of Lot Property.** The property is a parking lot and no other equipment or items are available for use. Renter is solely responsible for obtaining any items necessary for their event.

6. **Assumption of Responsibility.** The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Lot during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Lot, the Lot contents, or to the Grounds. The Authority is not liable for any loss, damage, injury, or illness suffered during the use of the Lot by the Renter or the guests. The Authority is not responsible for any items that are left at the Lot by the Renter or the guests.

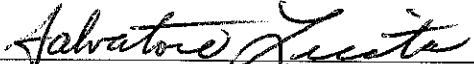
_____ 7. **Indemnification.** The Renter agrees to defend, indemnify, and hold harmless the Authority,
Renter's its officers, agents, and employees against any and all liability, loss, costs, damages,
Initials expenses, claims or actions, including attorney fees which the Authority, its officers, agents,
or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason
of any act or omission of the Renter or Guests.

8. **Insurance.** The Renter shall be required to provide proof of liability insurance before the Event proving coverage in an amount determined by the Authority. If proof of insurance is required, the Renter must deliver the proof to the Authority at least 7 days before the Event. Failure to provide adequate proof of insurance as required by the Authority will void the rental request and any approvals given by the Authority and the renter shall forfeit the damage deposit.


9. **Waivers.** The Executive Director shall have sole discretion to waive or modify any of the above listed rules and regulations on a case by case basis which shall not constitute a continued policy.

EFFECTIVE JANUARY 1, 2015

Adopted this 20th day of November, 2014.



Authority Secretary



Authority Chairman

RENTAL APPLICATION FOR THE PARKING AUTHORITY OF THE CITY OF PITTSTON

Applications must be submitted to the Authority Administrative Assistant at least 20 days before the event along with the required application fee and refundable damage deposit.

Date of the Event: _____ Type of Event: _____

Applicant Information. Date of Application: _____

Name of Applicant: _____ Email Address: _____

Address: _____ Home Phone: _____

Cell Phone: _____

Rental Hours. Starting Date & Time: _____ Ending Date & Time: _____

Set-up and Clean-up Times. Applicant may request additional time to set-up for the event or to clean-up after the event.

Set-up Times: _____ Clean-up Times: _____

Alcohol. Will any alcohol be brought to or consumed at the event? ___ Yes __ No

IMPORTANT: The Authority prohibits consumption of alcohol in the Lot or on the Grounds (unless otherwise approved by the Authority). Evidence of alcohol consumption will result in forfeiture of damage deposit.

Insurance. Applicant shall be required to provide proof of liability insurance and/or waiver of liability before the event in an amount determined by the Authority.

Rental Fees & Damage Deposit. A non-refundable rental fee must be paid at the time of submitting the application. All additional fees, including a refundable damage deposit, must be paid to the Authority at least 7 days before the event or this application is voided. The applicable fees are those as set by the Authority in its Lot Rental Policy.

Applicant understands and agrees that if its application is approved, applicant is fully responsible for the event and is subject to the terms and conditions of the Lot Rental Policy. Applicant understands that the Lot will be inspected after the Event is completed and if the Lot and Grounds have been properly cleaned, the damage deposit will be refunded. Applicant understands that consumption of alcohol will result in loss of damage deposit. Applicant fully accepts and agrees to all terms and conditions in the policy and any modifications, limitations, conditions or waivers made by the Executive Director.

Applicant's Signature: _____ Date: _____

AUTHORITY USE ONLY: Application approved? Yes No
Any conditions, limitations, waivers, or modifications (if any) per the Executive Director:

Rental Fee: \$ _____ Damage Deposit \$ _____

Authority Signature: _____ Date: _____