

ROOM RESERVATION AGREEMENT

This ROOM RESERVATION AGREEMENT (hereinafter referred to as the "Agreement") is made the 19th day of December, 2019 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 Lower Makefield Township Seniors, (hereinafter referred to as the "Lower Makefield Township Seniors").

WITNESSETH:

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

WHEREAS, the Township owns and maintains a Community Center located at 1550 Oxford Valley Road, Yardley, Pennsylvania (hereinafter referred to as the "Community Center");

WHEREAS, the Lower Makefield Township Seniors seeks to reserve a space to conduct periodic meetings for its purposes;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Township and the Lower Makefield Township Seniors 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 use by the Lower Makefield Township Seniors subject to the following conditions:
 - a. The Lower Makefield Township Seniors will submit an annual schedule of meetings, activities, programs, etc., including a description of the event and estimated number of attendees, to the Parks and Recreation Department by no later than December 15 each calendar year ("Annual Schedule").
 - b. Based upon the information provided in the Annual Schedule, the Parks and Recreation Department will provide priority scheduling to the Lower Makefield Township Seniors M-F from 8AM-3:30PM in order to conduct its scheduled activities. The Parks and Recreation Department will reserve, in its sole discretion, a space of suitable size to accommodate the scheduled activity and number of attendees as provided on the Annual Schedule. Any request for a change in location after submission of the Annual Schedule will be accommodated based on availability.
 - c. A program must have 8 regular participants for space reservation. If a group drops less than eight participants for 4 consecutive sessions the space can be reserved for another group. A new program has 4 consecutive sessions to meet the 8-person minimum.

- d. In the event an activity exceeds the limits of the space reserved based on the number of attendees or the proposed activity provided in the Annual Schedule, a request can be made to the Parks and Recreation Director to provide a room which will accommodate the changed circumstances of the reserved activity. If space is not available, the Lower Makefield Seniors will be required to discuss an alternate plan of action with the Parks and Recreation Director. The plan should be agreed upon by both parties based on space and availability. If no such agreement can be reached, the Parks and Recreation Department may exercise its right to limit the capacity or program, meeting, or activity as provided in Section 2.
 - e. Weekend Schedule: The facility will also be reserved for Saturday activities including regularly scheduled line dancing and monthly movies.
 - f. Kitchen Use: The Lower Makefield Township Seniors can use the Kitchen area and should reserve the space when needed. All kitchen activity must be monitored by a Certified Food Safety Manager who is part of the senior group. They should follow the Bucks County Board of Health Standards.
 - g. Storage: The Lower Makefield Seniors storage will be primarily in Classroom One which is a Senior primary use space. The seniors will also have primary use of the coat closet in the main hallway for storage. Any other storage is at the discretion of the Lower Makefield Township Parks and Recreation Director.
 - h. Classroom One will be designated for senior usage, in the event there is a conflict for space, or the room is dormant the Parks and Recreation Department reserves the right to use the senior space after making comparable arrangements with the senior user group.
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 Lower Makefield Township Seniors based on the Annual Schedule. Anticipated participation should be determined at the time of schedule submission. The Township reserves the right to limit capacity by restricting the number of participants or restricting the proposed activity to the number of participants or activity outlined in the Annual Schedule based on the sufficiency of the size of the room based on fire codes, as follows:
 - a. Community Center:
 - i. Great Room - capacity of 234 for assembly and 149 with tables, or, if divided into two rooms, a capacity of 117 for assembly and 75 with tables per half;
 - ii. Classroom One - capacity 39 assembly, 23 with tables;
 - iii. Classroom Two - capacity 54 assembly, 31 with tables;
 - iv. Conference room - capacity of 21 assembly, 13 with tables.
3. Payment: The Township and the Lower Makefield Township Seniors expressly agree that the Lower Makefield Township Seniors agrees to provide payment for the reservation and

use of the room at the Township-owned Community Center. Rosters for the seniors will be due December 1 of each year, billing is on an annual basis, payment will be due within 15 days from billing.

- a. \$15 for resident per year
- b. \$20 for non-resident per year

4. Legal Compliance. The Lower Makefield Township Seniors agrees to comply with all applicable federal and state law, and also 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.

5. Indemnification by the Lower Makefield Township Seniors. Except to the extent of the Township's gross negligence or willful misconduct, the Lower Makefield Township Seniors shall indemnify and hold the Township and the Township's officers, administrators, members of its Board of Supervisors, 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 the Lower Makefield Township Seniors', or its shareholders', members', partners', officers', directors', employees', personnel's, contractors', subcontractors', consultants', therapists' or agents' (collectively, the "Lower Makefield Township Seniors 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 the Lower Makefield Township Seniors and any of the other the Lower Makefield Township Seniors Indemnitors or any collective bargaining unit; (2) the intentional, negligent or wrongful performance, acts or omissions of any of the Lower Makefield Township Seniors 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 the Lower Makefield Township Seniors Indemnitors of any records or information of the Township, 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 the Lower Makefield Township Seniors 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 the Lower Makefield Township Seniors Indemnitors in connection with this Agreement; and (6) any claim, notice, violation, citation, breach or other failure alleging violation of any of the Lower Makefield Township Seniors Indemnitors with respect to any federal, state or local law, regulation, ordinance, contract, or other obligation. The Lower Makefield Township Seniors Indemnitor's duty to indemnify the Township Indemnitees shall not be limited to the available proceeds of insurance coverage.

6. 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 the Lower Makefield Township Seniors. 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 the Lower Makefield Township Seniors shall be deemed to be employees of the Lower Makefield Township Seniors (or an Affiliate, as the case may be), and the Lower Makefield Township Seniors (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 the Lower Makefield Township Seniors, or any employee of the Lower Makefield Township Seniors.
7. Term and Termination. The term of this Agreement will terminate December 31, 2021 and shall not automatically renew. The parties shall have the right to terminate this Agreement for any reason with written notice four (4) months prior to termination. The failure of the Lower Makefield Township Seniors to provide payment pursuant to this Agreement shall constitute a default and is grounds for the Township, in its discretion, to immediately terminate this Agreement. The failure of the Lower Makefield Seniors to abide by the capacity limits set by the Township or to conduct its meeting, program, or activity in the designated room or space shall further constitute default and shall be grounds to immediately terminate this Agreement. Notice of termination shall be given as provided in Section 15 of this Agreement.
8. Background Checks. All instructors and other employees utilized by the Lower Makefield Township Seniors at Township-owned Community Center or other Township-owned 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. The Lower Makefield Township Seniors 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.
9. Insurance. The Lower Makefield Township Seniors shall obtain and maintain at its own expense the following types and amounts of insurance for the term of this Agreement:
 - a. General Liability: The Lower Makefield Township Seniors 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 the Lower Makefield Township Seniors. The Lower Makefield Township Seniors shall provide the Township with a copy of insurance certificate(s) at least 10 days prior to providing Services under this Agreement.

10. Successors. This Agreement shall bind the successors of the Township and the Lower Makefield Township Seniors in the same manner as if they were expressly named.
11. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
12. 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.
13. 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.
14. Notice. All notices shall be in writing and sent by certified mail, return receipt requested addressed as follows:

To Township: Lower Makefield Township
 1100 Edgewood Road
 Yardley, PA 19067
 Director of Parks and Recreation

To Lower Makefield Township Seniors: _____
 Title: _____


or to such other persons or places as either party may, from time to time, designate by notice.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Township and the Lower Makefield Township Seniors. 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.
16. Alteration: No alteration or variation of the terms of this Agreement is valid unless made in writing and signed by both parties.
17. Binding Agreement: This Agreement shall inure to the benefit of, and be binding upon the parties' respective successors, heirs, and assigns.

18. Headings. The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.
19. 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.
20. Acknowledgement. The Lower Makefield Township Seniors represents and acknowledges that it has 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.
21. 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: 

Lower Makefield Township

By: John Laban
Title: Seniors
President