

The *Lithuanian Citizens' Society of Western Pennsylvania*, LESSOR, hereby gives and grants to _____, LESSEE, the use of:

Picnic grounds, including barn

Clubhouse Hall (main floor and balcony only)

Picnic grounds, barn and clubhouse hall

Located on the Lessor's property at 904 Coal Valley Road in the Borough of Jefferson Hills, PA (a.k.a. Lithuanian Country Club), henceforth the PROPERTY, for the purpose of holding a picnic or other social event, henceforth known as the Event on (date) _____ between the hours of _____ and _____. A setup period of _____ is also bound by the terms of this agreement as they apply to the Event.

Rental Fee and Deposit. The Lessee agrees to pay the sum of _____ for the use of the facilities and grounds denoted above for the term of this agreement. Twenty-five percent (25%) of said fee or \$100, whichever is more, must be paid at the time of signing this agreement. The balance is due in full prior to setup.

The Lessee agrees to pay an additional deposit of _____ prior to setup. Said deposit will be held by the Lessor to secure it from any damages that may occur to the grounds and facilities caused by the Lessee and their guests and to cover the costs of cleaning the rented grounds and facilities should the Lessee not return the same to at least the condition they were in prior to the commencement of the rental period. Said deposit or the balance thereof will be returned to the Lessee no later than one week after the end of the rental period.

Rules and Regulations. All activities carried out by the Lessee on said Property shall comply with all Federal, State and local laws plus all additional restrictions laid out in this agreement.

The Lessor does not hold a liquor license for the property. No alcoholic beverages of any kind may be sold by the Lessee on the leased property without obtaining prior approval and permits from the Pennsylvania Liquor Control Board. Absolutely no alcoholic beverages shall be served to or consumed on the property by individuals under the age of 21. The Lessee agrees to assume all liability and hold the Lessor harmless and indemnified for all personal injury or property damage, wherever it may occur, that results from individuals consuming alcoholic beverages on the Property during the rental period. The Lessee may at their discretion purchase liquor liability insurance from an independent insurance agent to minimize their exposure to such liability. The Lessor reserves the right to insist that any individual attending the event produce proper identification, which includes a photograph and date of birth. The Lessor or its agents may prohibit alcoholic beverages being served to or consumed by persons who in the sole judgment of the Lessor or its agents appear to be intoxicated. Failure to comply may result in the immediate eviction of the offending parties from the Property and/or their arrest.

The Lithuanian Country Club is a family-oriented facility. Lewd conduct, obscene behavior and vulgarity are strictly prohibited and is grounds for removal from the Property. It will be the sole judgment of the Lessor and its agents as to what constitutes lewd conduct, obscene behavior, and vulgarity.

Parking or driving motorized vehicles will be permitted in designated areas only. No picking, cutting, breaking, digging or injuring in any way shrubs, flowers, trees or grass. Facilities and grounds must not be defaced or misused at any time. Trapping, hunting, or killing of animals is strictly prohibited. Excessively loud music or other amplified sound is prohibited. No music or entertainment is permitted after 10:30 p.m. Open fires are not permitted anywhere on the grounds. Domestic animals are permitted only if on a leash. Discharge of firearms, explosives and the use of fireworks are prohibited. Waste and garbage must be disposed of in appropriate receptacles. The Lessee will gather all trash and debris immediately at the end of the rental period and place them in appropriate receptacles, including separating and placing recyclable items into appropriate bins.

Gambling is permitted provided it complies with the laws of the State and local municipality. It is the obligation of the Lessee to obtain information regarding such laws and also to obtain necessary permits.

Enforcement of Rules. The Lessee shall appoint a responsible person of at least 21 years of age who will be available at all times during the rental period and to whom the Lessor or its agents can report violations of rules and regulations. The responsible person is named herein: _____.

Unrented Facilities. The Lessor reserves the right to unrented facilities and grounds for the use of its members or other lessees during the rental period.

Inspection. All facilities and grounds are rented "as-is." All perspective Lessees are encouraged to inspect the condition of the facilities prior to executing a contract for rental and again at the start of the rental period. No improvements to the rented property beyond what is shown to perspective Lessees prior to execution of this agreement are promised or guaranteed. Should the Lessee sign this agreement in the absence of such an inspection, such Lessee will have waived their right to prior-inspection.

Inspection and Tour Date: _____ Initials: _____

Indemnification and Hold Harmless. The Lessee covenants and agrees that it will protect, save and keep the Lessor forever harmless and indemnified against and from (i) any penalty, fines, damages or charges including reasonable attorney's fees imposed for violation of any law or ordinance occasioned by the act or neglect of the Lessee, (ii) all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorney's fees arising out of accident or other occurrence causing injury or death to any person or damage to any property on or about the rented grounds and structures occasioned by any act, omission or negligence of the Lessee, its employees, representatives, agents and those persons attending the Event at the specific request or invitation of the Lessee, and (iii) claims, losses, liability, judgment, cost, damage or expense including reasonable attorney's fees, arising out of or occasioned by any failure of the Lessee in any respect to comply with and perform all the requirements and provisions of this contract.

The Lessee and its guests are solely responsible for securing and protecting their property. The Lessor is not responsible for damage or loss to the property of the Lessee or the Lessee's guests. The Lessee is fully responsible for any loss or damage sustained to the Lessor's property, beyond normal wear and tear, resulting from acts by the Lessee and its guests. The Lessee agrees to indemnify the Lessor for all costs related to the collection of monetary damages for such loss or damage, including all court and reasonable attorney's fees.

Cancellation. The Lessor may cancel this agreement at any time by issuing a full refund of the rental fee and deposit. The agreement may be terminated immediately for violations by the Lessee or their guests of the rules and regulations contained herein. In such cases, there will be no refund of the rental fee. The lessee may cancel this agreement up to 30 days in advance of the rental period and receive a full refund of the rental fee less a \$75 administrative fee. Cancellations between 14 and 30 days before the rental period will be subject to a fifty percent (50%) penalty of the rental fee. Cancellations of less than 14 days will result in full payment of the rental fee. The Lessee agrees to assume the full costs, including court and attorney's fees, of any action required to collect the rental fee.

Entered into agreement on this _____ day of _____, _____.

Agent for the Lessor

Lessee (print): _____

Address: _____

Phone: _____

Lessee or agent for the Lessee

Lessee's agent's name, address and phone, if different from the Lessee's:
