

Troy Sale Barn Info

The Troy Sale Barn's Hall maximum occupancy is set at 299 persons. The Auction Arena seats 260. The Founders' Lounge can accommodate groups of 25 or less. The big barn doors can be opened during warm weather seasons—and we now have mini splits for air conditioning/additional heat in the barn. The concrete floor has radiant heat for cold weather. The women's and men's bathrooms are flush toilets, handicap accessible, with baby changing stations. Toilet paper and hand towels are included in your usage fee. Please refrain from using nails, screws, etc. in the walls or trim.

The Troy Sale Barn does not have a house caterer. If you are interested, Troy Sale Barn Operating Corporation ("TSBOC") can provide you with several unaffiliated caterer names & numbers in our local community; such recommendations by TSBOC, however, are not an endorsement of or representation or warranty of such caterers' services. The kitchen includes a household-size gas stove, a cooler, counter space, dishwasher, small chest freezer, coffee maker, handwashing station, and a 3 bay sink. You will need to supply your own plates, cups, napkins, flatware, etc. Please note: caterers will need to provide all consumable supplies such as paper towels, disposable dinnerware, cups/plates/bowls/wraps/foils etc. If you use our dish towels, it is your responsibility to wash & return them to the barn.

There are 25 round 60" tables for you to use, along with 200 folding chairs. There are also 8 rectangular tables ranging in length from 6-8'. We also have 10 hightop cocktail tables you may use. If you need additional chairs/tables, you will need to rent them. Linens are not included in your rental fee. We have navy & white tablecloths available for rental at \$14/each. You will need to make arrangements with us ahead of time to use them. If you require sound, you will need to hire our Sound Technician at \$50/hr minimum to provide those services. If you would like to hire staff to help during your event, set-up, teardown, cleaning, organization, please contact Nicole for those additional services starting at \$30/hour.

You are only allowed to serve alcohol if you have a Host Liquor Liability Policy on file with the TSBOC, as required by the Temporary Usage Agreement. **However, under no circumstances may alcohol be sold.** It is your responsibility to inquire with your homeowner's insurance or other insurers, and provide us with a copy of the required policy for TSBOC's records. Usually, there will be a cost associated with obtaining such a policy.

All potential users of the premises are required to complete a Temporary Usage Agreement and abide by all terms thereof, including, but not limited to, providing a Certificate of Insurance that names the following entities as additional insureds:

- Troy Borough/Municipal Authority, 49 Elmira Street, Troy, PA 16947
- Troy Sale Barn Operating Corporation, 50 Ballard Street, Troy, PA 16947

Please make any checks payable to "Troy Sale Barn Operating Corporation," and specifically write in the memo line your event date.

There is a 50% refund for cancellations at least 6 months prior to the event, or a 25% refund for cancellations less than 6 months but more than 3 months prior to the event. A \$50 handling fee will be assessed for all cancellations.

You must make sure the barn is left as you found it, and in any event at least in "broom clean" condition! Mops/brooms/dustpans are in the closet. Trash needs to be emptied into the dumpster—and use TSBOC's recycling bins or you will be assessed cleaning fees. Questions? Need a tour? Please call/text Nicole Harris 570/337-0815 or email troysalebarn@gmail.com

TEMPORARY USAGE AGREEMENT

This Agreement is between the Borough of Troy ("Lessor"), Troy Borough Municipal Authority ("Lessor's General Agent"), Troy Sale Barn Operating Corporation ("Lessor's Limited Agent"), collectively by the first part, and _____ ("Lessee"), by the second part.

Lessee's Address: _____
Lessee's Authorized Contact (for all questions prior to, during, and after event): _____

Telephone Number of Lessee's Authorized Contact _____
Email Address of Lessee's Authorized Contact _____

1. Premises of Temporary Usage

The premises that is the subject of this temporary usage agreement (the "Agreement") is the former Troy Sale Barn property, located at 50 Ballard Street, Troy, PA 16947, which property was acquired by the Borough of Troy by deed dated July 27, 2010 and recorded July 30, 2010 as Bradford County Instrument No. 201017556. This property shall hereinafter be referred to as "Premises." **Only the Premises, and not any nearby, contiguous or adjacent locations, will be used by the Lessee.**

2. Purpose of Temporary Usage

The Lessee agrees to temporarily use the Premises only for the following purpose(s):

(hereinafter, the "Event").

3. Term of Temporary Usage

For purposes of this Agreement, the term of temporary usage for the Event shall commence at _____ A.M./P.M. (circle one) on ____/____/____ (mo./day/yr.) and shall end at _____ A.M./P.M. (circle one) on ____/____/____ (hereinafter, the "Term"). [In no event may the term of temporary usage exceed 72 hours in total, unless otherwise agreed to in writing by the Lessee and the below-stated authorized representative of Lessor's Limited Agent.]

4. Usage Fee

The applicable usage fee, as set forth in the attached fee schedule (incorporated herein by reference) and initialed by the authorized representative of the Lessor's Limited Agent, is hereby imposed. That amount shall be paid in full at the time of execution of this Agreement.

5. Assumption of Risk and Liability

(A) Lessee agrees that the Premises shall be accepted by the Lessee, at the commencement of the Term, in the Premises' "as-is" condition, and that neither the Lessor, the Lessor's General Agent, or the Lessor's Limited Agent (collectively, the "Sale Barn Representatives"), nor any agent, representative, director, employee or officer of any of the Sale Barn Representatives, shall have any obligation before, during or after the Term to bring the Premises to any standard of use or accommodation other than its usual state or as may otherwise be required by law.

(B) Lessee solely assumes all liability for injury or damages to persons and property arising from activities during the Term, including but not limited to damage of the Premises (whether or not the injuries or damages arise from the stated purpose of the Event). Lessee agrees to indemnify and hold harmless the Sale Barn Representatives (and any agent, representative, director, employee, or officer of any of the Sale Barn Representatives) against any and all claims brought against any of the Sale Barn Representatives (and/or any agent, representative, director, employee or officer of any of the Sale Barn Representatives) by any person for injury or damages to person(s) or property arising from activities occurring during the Term (whether or not the injuries or damages arise from the stated purpose of the Event). Indemnification is to extend to payment of all reasonable attorney's fees and costs incurred by any of the Sale Barn Representatives (and/or any agent, representative, director, employee or officer of any of the Sale Barn Representatives) in defending any such claims.

(C) Lessee is solely responsible for the personal property of the Lessee or any participants or attendees of Lessee's Event, while any such Lessee's, participant's, or attendee's personal property is present at the Premises. None of the Sale Barn Representatives, nor any agent, representative, director, employee or officer of any of the Sale Barn Representatives, is responsible for the personal property of the Lessee or any participants or attendees of Lessee's Event, while any such Lessee's, participant's, or attendee's personal property is present at the Premises.

(D) No security personnel or parking direction personnel will be provided by the Sale Barn Representatives (or any agent, representative, director, employee or officer of any of the Sale Barn Representatives).

6. Insurance

Lessee shall, no later than 14 calendar days prior to the commencement of the Term, provide to the below-stated authorized representative of the Lessor's Limited Agent an insurance rider or other equivalent proof of liability insurance:

(A) naming, as additional insureds (collectively, "Additional Insureds"):

- (i) Borough of Troy (and its agents, representatives, directors, employees and officers),
- (ii) Troy Borough Municipal Authority (and its agents, representatives, directors, employees and officers), and
- (iii) Troy Sale Barn Operating Corporation (and its agents, representatives, directors, employees and officers); and

(B) providing for coverage:

- (i) in a minimum amount of \$333,333.33 per Additional Insured per occurrence or claim, and
- (ii) in a minimum amount of \$1,000,000 (One Million Dollars) per occurrence or claim; and

(C) if permission has been obtained pursuant to Section 10(D), *infra*, providing for any additional coverage for liquor liability:

- (i) in a minimum amount of \$333,333.33 per Additional Insured per occurrence or claim, and
- (ii) in a minimum amount of \$1,000,000 (One Million Dollars) per occurrence or claim.

It is the sole responsibility of the Lessee to confirm compliance with the obligations of this Section 6. Failure to provide the required insurance rider or other equivalent proof of liability insurance will result in Lessor's Limited Agent retaining 50% (fifty percent) of the deposit, and the Lessee not being granted admission to or use of the Premises.

7. Condition of Premises and Deposit

(A) At the end of the Term, Lessee shall leave the Premises in the same condition it was at the commencement of the Term. In any event, the floors of the Premises must be left in at least "broom clean" condition, and any sticky areas mopped.

(B) At the end of the Term, the Lessee shall remove from the Premises all trash, rubbish, garbage and refuse.

(C) Should the Lessee fail to leave the Premises in the same condition it was at the commencement of the Term, Lessee agrees to pay Lessor's Limited Agent an amount equal to the actual costs of labor and goods required to restore the Premises to that condition, plus an amount equal to \$30.00 per hour per person required to restore the Premises to that condition. **A refundable deposit, in an amount set forth in the attached fee schedule (incorporated herein by reference) and initialed by the authorized representative of the Lessor's Limited Agent, is hereby imposed and will be charged at the time of execution of this Agreement. This deposit will be returned to Lessee within thirty (30) days following the meeting of the Board of Directors of Lessor's Limited Agent next following the Event (and contingent upon Board approval and upon a showing that the Lessee's obligations under this Agreement have been met).**

(D) During the Term, the Lessee shall be solely responsible for removing all snow, ice and liquid or viscous substances from the premises as necessary to render the same safe for use.

(E) In the event that any check or other non-cash payment of any kind made by the Lessee is denied or returned for lack of adequate funds, Lessee shall also owe to Lessor's Limited Agent a \$50.00 fee, payable in money order or cashier's check, in addition to any and all other payments or fees owed by Lessee.

8. Parking Rules

All vehicles of the Lessee, and all vehicles of any attendee or participant of the Lessee, during the Term, may only be parked in established motor vehicle parking areas available on the Premises; prior to the Event, it shall be the obligation of the Lessee to confirm such areas with Lessor's Limited Agent. Lessee shall take all reasonable steps to ensure that parked and/or idling motor vehicles do not overflow onto adjacent, contiguous, or nearby private property, and in no event shall any Lessee, attendee, or participant park on any adjacent, contiguous or nearby private property, without the Lessee's prior written consent from each such property's owner (which consent the Lessee shall be solely responsible to obtain at least 48 hours prior to the Term and provide proof of to Lessor's Limited Agent).

9. Supplies

(A) It shall be the obligation of Lessor's Limited Agent to provide toilet paper and paper towels for the restrooms and kitchen at the Premises prior to and during the Term. Lessor's Limited Agent shall replenish these supplies, and maintain the restrooms and kitchen during the Term; *provided, however*, that Lessee shall be responsible during the Term for monitoring all publicly accessible areas of the Premises to ensure that all hazardous (e.g., slippery or dangerous) areas are remediated promptly and (during in period of time prior to remediation) those hazardous areas are properly and prominently made known to the Lessee, participants and attendees with appropriate signage.

(B) It shall be responsibility of the Lessee to provide all other supplies that it may need for its Event on the Premises during the Term.

10. Prohibited Activities.

During the Term, Lessee shall not:

(A) carry on or cause or permit others to carry on upon the Premises any unlawful activities; and shall not

(B) do or allow anything to be done upon the Premises that would cause the premiums for fire and casualty insurance insuring the premises to increase; and shall not

(C) sell any alcohol, malt, or other intoxicating beverage or substance on the Premises; and shall not

(D) possess, consume, serve or otherwise permit any alcohol, malt, or other intoxicating beverage or substance on the Premises, without:

(i) prior written approval from the below-stated authorized representative of the Lessor's Limited Agent, and

(ii) presentation to the below-stated authorized representative of the Lessor's Limited Agent the showing of insurance required by Section 6(C), *supra*; and

(iii) compliance all applicable laws governing any alcohol, malt, or other intoxicating beverages or substances; and shall not

(E) start or allow any open flames on the Premises, unless prior written approval from the below-stated authorized representative of the Lessor's Limited Agent is received no later than 48 hours prior to the Term, and the Lessee provides and maintains adequate fire extinguishing equipment during the Term; and shall not

(F) allow any loaded firearms to be present on the Premises, unless possessed by a duly authorized law enforcement officer.

It is the sole responsibility of the Lessee to confirm compliance with the obligations of this Section 10. If any person on the Premises engages in or otherwise permits any of the prohibited activities set forth in this Section 10, the Lessor's Limited Agent may, in its sole discretion (and subject to the review and approval process of the Board of Directors of Lessor's Limited Agent set forth in Section 7(C)) retain Lessee's security deposit in full.

11. Assignment.

This Agreement and the rights and obligations hereunder shall not be assignable by the Lessee. However, the Sale Barn Representatives may, at any time prior to or during the Term, assign rights and obligations hereunder, or may convey the Premises, subject always to the terms of this Agreement.

12. Modifications

The terms and conditions of this Agreement shall not be changed, altered or modified, except by a written document executed with the same formalities as this Agreement. This document sets forth all of the agreements and understandings between the parties.

13. Binding Effect

The conditions of this Agreement shall extend to and be binding upon the personal representatives, heirs and assigns of the parties hereto.

14. Descriptive Headings

The descriptive headings preceding each paragraph of this Agreement are for convenience only, and have no substantive effect upon the interpretation of this Agreement.

15. Dispute Resolution, Choice of Law and Choice of Forum

(A) This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

(B) Any disputes concerning the terms of, acts or omissions under, or otherwise concerning this Agreement, shall first be the subject of informal discussions between the Lessor's Limited Agent and the Lessee. In the event a dispute remains unresolved after undertaking informal discussions, the Lessor's General Agent has agreed, in order to resolve differences among the various community and individual interests of the parties, to act: (i) as an impartial mediator, when requested by both parties to do so; or (ii) to serve as a common law arbitrator, if requested by any party. The Lessor's Limited Agent and the Lessee hereby agree to such role for the Lessor's General Agent.

(C) Any disputes not resolved pursuant to the procedures of Section 15(B), or any proceedings under 42 Pa.C.S. Chapter 73, Subchapter B subsequent to a common law arbitration, shall be subject to resolution only in, and subject to the jurisdictional requirements and limits of, (a) the Magisterial District Court 42-3-1, in Troy, PA, (b) the Bradford County Court of Common Pleas, in Towanda, PA, or (3) the U.S. District Court for the Middle District of Pennsylvania, Williamsport Division.

16. Notification of Authorized Representative of Lessor's Limited Agent

The Lessor, the Lessor's General Agent, and the Lessor's Limited Agent believe that clear and timely communication is an essential term of any Lessee's temporary usage of the Premises. Therefore, it is the Lessee's obligation, during the Term, to immediately inform an authorized representative of Lessor's Limited Agent of any concerns, problems, accidents, altercations, or other incidents on the Premises during the Term. To that end, the authorized representative of Lessor's Limited Agent during the Term is:

Nicole Harris, whose telephone number is 570-337-0815.

17. Additional Terms

Lessor's Limited Agent may also include additional written information for the Lessee as an attachment to this Agreement, which attachment is incorporated herein by reference. In the event of an inconsistency between any obligations set forth in such additional written information, and the main body of this Agreement, the terms of the main body of this Agreement shall apply.

Lessee agrees to the above terms and conditions.

Authorized Representative of Lessee Date

Authorized Representative of Lessor
(for Lessor, Lessor's General Agent,
and Lessor's Limited Agent) Date

Please check to confirm receipt of:

☐ **Payment of Usage Fee;**
☐ **Payment of Refundable Deposit; and**
☐ **All Applicable Insurance and Other Proof.**
☐ **Refund Issue Date**

Troy Sale Barn Operating Corporation ("TSBOC")
Proposed Fee Schedule 2023¹

(Applicable Fee and Deposit Amounts to be Circled by Authorized Representative of TSBOC)

Event	Fee	Refundable Security Deposit Required	If serving alcohol, Host Liquor Liability Policy Required?
Weddings/Receptions (3-day rental: set-up, wedding/reception, tear down/clean-up) includes use of Hall, Arena and Founders' Lounge areas	\$3000	\$500	Yes
Community Groups/ Meetings --- 501c3 Non-Profits (Hall/Founders' Lounge)	\$50	\$50	Yes
Community Entertainment/Recreation -- open to the public (Hall)	\$50	\$250	N/A (no alcohol served)
Banquets for Profit (Hall)	\$500	\$250	Yes
Banquets for Groups (memorials, baby or wedding showers, class reunions, birthdays, anniversaries, private parties, benefits, etc. held in the Hall)	\$200	\$250	Yes
School Dances (Hall)	\$200	\$250	N/A (no alcohol served)
Adult Dances (Hall)	\$250	\$250	Yes
Chamber Events (Hall)	\$250	\$250	Yes
Growers' Markets (Hall/Outside)	\$10/vendor space	Need COI	Yes
School Events (other than school dances - Hall)	\$50/day	\$250	N/A (no alcohol served)
Use of Arena Area (arts, community theatre, workshops, etc)	\$500	\$250	No food or drink allowed in arena
Use of Founders' Lounge	\$150/private (<25 small groups only), \$50/public meetings)	\$250	Yes
Food Truck (parking lot only - no inside use)	\$50/day	none	Yes
Sound Technician	\$50/fee, \$30/hr additional		
Cleaning/Set Up/Tear Down Services	\$30/hour		

Payment of the above-specified amounts will not alone form a temporary usage agreement for the Troy Sale Barn. All potential users of the premises are required to complete a Temporary Usage Agreement and abide by all terms thereof, including, but not limited to, providing a Certificate of Insurance that names the following entities as additional insureds:

- Borough of Troy, 49 Elmira Street, Troy, PA 16947
- Troy Borough Municipal Authority, 49 Elmira Street, Troy, PA 16947
- Troy Sale Barn Operating Corporation, 50 Ballard Street, Troy, PA 16947

In addition to the amounts set forth above, donations are always appreciated. **Please make any checks payable to "Troy Sale Barn Operating Corporation," and specifically write in the memo line your event date(s).**

PLEASE NOTE: You are only allowed to serve alcohol if you have a Host Liquor Liability Policy on file with TSBOC as required by the Temporary Usage Agreement. **HOWEVER, UNDER NO CIRCUMSTANCES MAY ALCOHOL BE SOLD.**

¹ Subject to change by Troy Sale Barn Operating Corporation in consultation with Troy Borough Municipal Authority.

Initials of TSBOC's Authorized Representative: _____

Troy Sale Barn Operating Corporation

Exit Slip

Thank you for allowing the Troy Sale Barn Operating Corporation to host your event!
Please provide some additional information.

Event Date	
Event Type	
Name, Address & Email (for Any Refund of Security Deposit)	
Please identify & describe in detail any injuries, property damage or other incidents that occurred during your use of the premises, providing in your description (a) all names of persons involved and any witnesses, (b) all locations on the premises where any such injuries, damage or incidents occurred, and (c) approximate times when such injuries, damage or incidents occurred, and how they were brought to your attention. (Use back of paper or additional sheets, if necessary!)	
Did the venue meet your expectations?	
Please provide any suggestions/constructive comments, so that we may improve for future events.	

PLEASE TURN OVER TO SIGN/DATE & LEAVE IN KITCHEN AFTER YOUR EVENT!

I am the Lessee (or an authorized agent/representative of the Lessee) named in the Temporary Usage Agreement. By signing below, I am acknowledging that:

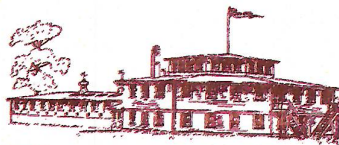
- * Any key(s) to the Premises provided to me have been returned to the authorized representative of Troy Sale Barn Operating Corporation.
- * As required in the Temporary Usage Agreement signed by the Lessee, the Lessee has left the Premises at the end of the Term in the same condition it was at the commencement of the Term. The floors of the Premises have been left in at least "broom clean" condition & mopped if necessary. The Lessee has removed from the Premises all trash, rubbish, garbage and refuse, placing the same in the dumpster and any recyclable contents in the recycling bins. All tables and chairs have been stacked on the provided carts in an organized manner.
- * As required in the Temporary Usage Agreement, the Lessee immediately informed an authorized representative of Troy Sale Barn Operating Corporation of any concerns, problems, accidents, altercations or other incidents on the Premises during the Term.
- * The Lessee understands that all or some of the security deposit may be withheld if the obligations of the Lessee under the terms of the Temporary Usage Agreement were not followed.

Lessee (or Lessee's Authorized Representative)

Date

Telephone Number for Lessee
(or Lessee's Authorized Representative)

Please consider utilizing the Troy Sale Barn again in the future!



TROY SALE BARN
Operating Corporation
Troy, Pennsylvania

FOR TSB OC USE ONLY	
HOUSEKEEPING INITIALS	
EVENT COORDINATOR INITIALS	
TREASURER INITIALS	
REFUND DETAILS (CHK # & AMOUNT)	