ref: 7/1/26

THE Banks
A WATERFRONT VENUE

304 Kennedy Blvd., Pittston, PA 18640
570-892-0034
bookings@thebankswaterfront.com

# EVENT SPACE RENTAL AGREEMENT AND CONTRACT

This contract defines the terms and conditions under which The Banks Event Corporation (hereinafter referred to as The Banks), and _____ (hereafter referred to as the Customer) agree to the Customer's use of The Banks facilities on _____. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by The Banks Event Corporation and the Customer.

## CUSTOMER INFORMATION

Customer Name(s): _____

Address: _____

_____

Telephone #:_____

Email Address: _____

## EVENT DETAILS

Date: _____ Hours: Set up time: _____

Proposed Event: _____ Event start time: _____

Approximate Number of Guests: _____ Event end time: _____

Contact Person Name Other Than Customer: _____Phone: _____

## VENUE SELECTIONS

You have selected the following venues for your event at The Banks:

❑ The Banks Reception ❑ The Glasserie ❑ Waterfront Terrace for On-Site Ceremony

## ENTERTAINMENT PACKAGE

❑ Yes ❑ No

## PETALS FLORAL BOUTIQUE

❑ Yes ❑ No

## BAR PACKAGE

Unless otherwise specified by this contract, the customer agrees to pay the venue's open bar package price based off of its current price list. The price per guest I am agreeing to will be _____(+ 20% service charge). This will apply to all guests regardless of age.

## EVENT SITE

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up of your belongings, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

## SITE VENDORS

**CATERERS:** The Banks Waterfront provides a list of approved caterers, each meticulously, to choose from. Each caterer on this list is familiar with the venue's rules and regulations. Each one of these approved caterers carries the required liability insurance of the venue and have signed catering agreements with the venue. Each caterer offers a variety of menus, various serving accommodations and expansive price ranges. If the Customer requests a different food service provider, it must be pre-approved by The Banks and meet their rules, regulations and standards. That catering company is responsible for the set-up, break-down and complete clean-up of the catered site. All event trash must be disposed of in the designated areas at the conclusion of the event. If the caterer does not adhere to the venue's terms, the provider will not be allowed.

**ENTERTAINMENT:** The Banks does require that all items regarding event entertainment are leased through the venue itself. In the rare circumstance that the venue is unable to accommodate, the venue will make every effort to ensure all entertainment, from a DJ to a photo booth, is available from an approved vendor source.

## RENTAL DEPOSIT AND PAYMENT AGREEMENT

The Total Cost for use of The Banks Waterfront and its facilities described in this contract is based off of the price list you received effective _____ (date of price list receipt by customer). The Banks requires this contract be signed by Customer and an initial Non-refundable Deposit of $1,500.00 for weddings and $750.00 for micro events to be paid at the time of execution. Unless otherwise specified, a second payment of 33.3% of the remaining estimated balance is due twelve months (365 days) prior to the event. A third payment of 33.3% of the remaining estimated balance is due six months (183 days) prior to the event. The final payment of 33.3% of the remaining estimated balance is due three weeks (21 days) prior to the event. Note: Final guest counts are due within three weeks (21 days) of the event and NO refunds will be made for a guest(s) who fail to attend the event after the venue receives the final guest count. Deposits and payments will be made by cash or personal check (made payable to "The Banks Event Corporation") or via our website. ***All payments made to the venue are non-refundable, regardless of an event cancellation under any circumstances.*** The Banks Waterfront reserves the right to cancel the event if the event balance has not satisfied prior to the event, unless other terms have been agreed upon by the venue. Please return signed rental agreement, all attachments and initial deposit to:

**The Banks Event Corporation**
304 Kennedy Boulevard, Pittston, PA 18640

_____ _____
(Customer) (Customer)

_____ _____
(Signature) (Date) (Signature) (Date)

Reservations are taken on a first-come, first-served basis.
We will book your date upon receipt of your Deposit and Contract.

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## DATE CHANGES AND CANCELLATION POLICY

1. **Changes:** In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made by The Banks to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that The Banks is not responsible for these compromises in quality.
2. **Cancellation:** In the event customer cancels the event, customer shall notify The Banks immediately in writing. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
    A. In the event Customer cancels the event more than six months prior to the event, Customer shall forfeit to The Banks as liquidated damages the **entire** deposits made up until that point.
    B. In the event Customer cancels the event less than six (6) months prior to the event, Customer shall forfeit to The Banks as liquidated damages the **entire Rental Fee, cost, including ceremony, along with any scheduled entertainment.**

## CONDITIONS OF USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings or patio areas. The Banks is a non-smoking property.

## EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged if the venue's schedule permits. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items must be scheduled for pick-up no later than at the end of the event.
3. Alcohol service must stop no later than 10:30 PM (or maximum of 5-hours if occurring sooner) unless otherwise agreed upon between The Banks Waterfront and the customer.
4. Music (DJ or live music) must stop no later than 11:00PM
5. All guests must be off The Banks premises no later than 30 minutes after the end of the event.

## BAR SERVICE

The Banks is a licensed venue through the Pennsylvania State Liquor Control Board and shall provide all beverages for all event. Guests should acknowledge the right of our bartenders to suspend the serving of alcohol to any persons in accordance with the Pennsylvania Liquor Code. No outside beverages are ever permitted on site. Under no circumstances is any person outside of The Banks staff permitted in any serving areas.

## BRIDAL SUITE

For early venue access the morning of a wedding, there will be an additional charge of $500.00. The building will open no earlier than 9:00 AM (opening prior to 9:00 AM can be arranged at an additional $250.00 per thirty (30) minutes).

## WEDDING CEREMONIES

As of September 1, 2023, the fee for an onsite Ceremony is $1,500.00. This includes ceremony chairs, an arbor, ceremony sound and staffing. It does not include a ceremony officiant.

## WEDDING REHEARSAL

Rehearsals , based on availability may be held on-site. The date and time is to be coordinated with and approved by The Banks.

## REHEARSAL DINNER

Rehearsal Dinners are permitted to be held in the Banks Waterfront or The Glasserie under a separate agreement.

## RESPONSIBILITY AND SECURITY

The Banks does not accept any responsibility for damage to or loss of any articles or property left at The Banks prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to The Banks Complex by the Customer(s), their guests, invitees, employees or other agents under the Customer(s) control. Further, The Banks shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Banks for any such loss, damage, or injury of claims and demands against The Banks for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold The Banks free and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

## EXCUSE OF PERFORMANCE (FORCE MAJEURE)

The performance of this agreement by The Banks is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of The Banks. Should the event be cancelled through a Force Majeure event, all fees paid by Customer The Banks will be returned to Customer within thirty (30) days or The Banks will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

## INDEMNITY

Customer agrees to indemnify and hold harmless The Banks, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

## SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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## INSURANCE

The Banks shall carry liability and other insurance in such dollar amount as deemed necessary by The Banks to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party caterers/suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars ($1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify The Banks which shall be named as an additional insured for the duration of this Contract.

## CLEAN-UP

Although we provide a cleaning service following an event, the customer shall be responsible for returning the Venue (and grounds if applicable) to the condition in which it was provided to them. All property belonging to Customer (unless otherwise agreed upon), as well as the Customer's invitees, guests, agents and subcontractors shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by The Banks. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. The Banks is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to The Banks Venues and surround site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

## RESERVATION OF RIGHTS

The Banks reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of The Banks as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Banks at law or equity.

## JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the Commonwealth of Pennsylvania. The Parties consent to the exclusive jurisdiction of and venue in the Court of Common Pleas of Luzerne County, Pennsylvania and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by The Banks associated with any breach of this Agreement.

## INCLUDES AMENITIES

Tables and chairs, bartenders and full auxiliary staffing are provided as part of The Banks rental agreement, unless noted otherwise.

## RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a The Banks Venue.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

## RULES AND CONDITIONS FOR USAGE

**CONTACT PERSON:** You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

**COURTESY PROTOCOL:** The Banks reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

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**DELIVERIES / DELIVERY TRUCKS:** Please coordinate deliveries with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

**DECORATIONS:** No push-pins or drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by The Banks. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest on the same day as the event, unless special arrangements have been made between the Customer(s) and the venue.

Note – No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

**CANDLES:** Candles **must** be in a holder. Votive candles **must** also be "in" a holder. Battery operated "flameless candles" are permitted for use. The customer is assuming the responsibility of any damage incurred as a result of candles.

**EVENT ENDING TIME:** All events must end by 11:00PM to comply with City of Pittston sound ordinances and in order to allow for clean-up and closure of the site by 12:00AM.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

**HANDICAP ACCOMMADTIONS:** We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. All venues on the property are handicapped accessible.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of The Banks to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Banks event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. The Banks reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. The Banks also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.
Note: We are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

**PARKING:** Parking is available at the designated areas on the property. Persons shall pull into the areas marked as The Banks parking locations. Handicap accessible parking spaces are provided, designated by signage.

**PETS:** We are major animal lovers so a family pet involved in an event will be considered with a prior approval.

**PHOTOGRAPHY:** We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at The Banks will be coordinated with the schedule for each venue's Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

**RENTAL SPACE CHANGES:** Any contents or furniture movement must be pre-approved by The Banks. Placements of tables, tents, live music, catering equipment, etc., must also be approved by The Banks planning staff.

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**SIGNAGE:** Welcome boards are allowed at the entrance of The Banks and The Glasserie.

**SMOKING:** The Banks is a smoke free property.

**TABLES AND CHAIRS:** The Banks is providing tables, chairs as part of our rental package, unless noted otherwise. We have over 300 chairs with comparable numbers of tables to accommodate our venue occupancies. The 60-inch diameter round tables (seats 8) and 72-inch diameter round tables (seats 10). The earliest booking date for a particular day has the first right of selection regarding table types. Each venue will be provided only the maximum number of chairs based on the approved occupancies.

**WEATHER:** In the event of inclement weather, wedding ceremonies will be moved indoor in either venue. Tenting the terrace is always an option however those arrangements will be scheduled and paid for by the customer.

**LOGISTICAL PLANS:** The Banks planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

**I acknowledge the guidelines and rules set before me.**

_____ (Customer)

_____ (Signature) (Date)

_____ (Customer)

_____ (Signature) (Date)