

BOROUGH OF WALNUTPORT RENTAL/USER AGREEMENT

Contact Person: _____

Organization (if applicable): _____

Mailing address: _____

Phone(s): _____ (Home) _____ (Cell)

E-mail: _____

Description of Event (date/time) _____

(Time of event/time to open/ close pavilion)

Deposit: \$100.00 Date Paid: _____

Rental Fee: \$125.00 Date Paid: _____

Non Profit: \$ 50.00 Date Paid: _____

Return Deposit: _____ (YES OR NO) Initials: _____

Reason if No: _____

PLEASE MAKE CHECKS PAYABLE TO THE BOROUGH OF WALNUTPORT

Remit to 417 Lincoln Avenue, Walnutport, PA 18088

Renter/User: _____ Date: _____

Borough Representative _____ Date: _____

Borough of Walnutport

Pavilion Rental Agreement

Borough of Walnutport Pavilion Rental Agreement (the "Agreement") is non-transferable and is only valid for the times and date specified in the Agreement. Renter/User agrees to comply with all guidelines and policies as set forth in the Agreement. If there are any changes to this Agreement, the Borough of Walnutport reserves the right to require a new Agreement or Amendments to be approved by the Borough of Walnutport or its appointed representatives. The Borough of Walnutport is hereafter referred to as the "Borough".

RENTAL RATES/PAYMENT/OTHER FEES

1. Rental Fee: The rental fee for the pavilion is \$125.00. A refundable rental/security deposit fee of \$100.00 must be paid at the time of reservation to hold the event date and no refund will be given unless cancellation protocols are followed. This rental fee applies to all renters/users. Rental fee is subject to change without prior written notice.

The rental fee must be paid in full 7 days prior to the scheduled event date or at the time of the reservation, whichever come last. Checks are made payable to the **Borough of Walnutport**. A return check fee will be charged in the amount of \$25.00 (per occurrence).

2. Cancellations: Cancellations must be submitted in writing. No cancellation charge will be deducted from the rental/security deposit and the balance refunded if cancellation notice is received 60 days or more before the scheduled date of the rental. 50% of the rental/security deposit will be retained if cancellation notice is received between 59-31 days from the scheduled date of the activity. A cancellation notice of 30 days or less will forfeit the entire rental/security deposit.
3. Damages/Losses: Renters/Users will be responsible for any costs of repair or replacement in the event of damage to the pavilion or public park amenities. The Borough assumes no responsibility or liability for property brought onto pavilion or surrounding public areas by the Renter/User.
4. Additional Damage Compensation: The Borough shall be entitled to pursue any and all legal and equitable remedies against the Renter/User for damages to Borough property, including damages in excess of any deposit. Renter/User shall be responsible for fines or penalties levied against the Borough as a result of Renter's/User's violation of applicable statutes, ordinances, rules or regulations in connection with this Rental Agreement, the activity or rental as well as an attorney's fees and costs incurred by the Borough in that regard.
5. Insurance Indemnification: A Renter/User organized as a legal entity under the Associations Code, 15 Pa.C.S.A. § 101 et al, relating to corporations, partnerships, limited liability Company's business trust or two or more person associated in common enterprise on undertaking, must present a certificate of insurance complying with the requirements of this section to the Borough at the same time as the Renter/User pays the full rental fees. A Renter/User who is an individual and seeking a rental permit in his or her individual capacity does not need to provide a certificate of insurance.

Renter/User shall defend and indemnify the Borough and its directors, officers and members and hold and save them harmless from and against any and all liabilities, damages, costs or expenses, including attorneys fees, arriving from any act, omission, or negligence by Renter/User, or Renter's/Users, guests, visitors, patrons, vendors, caterers, service providers and/or invitees of the rental of the Borough pavilion, or arising from any accident, injury or damage, howsoever and by whomsoever caused to any person or property, occurring in or in connection with usage of the rental pavilion pursuant to this Agreement.

6. Catering: All caterers retained by Renter/User shall be subject to the Borough's approval. All equipment deliveries and pick-ups must be arranged with the Renter/User. All caterers must show a certificate of insurance (acceptable to the Borough) to the Borough. All caterers must comply with the Borough's delivery, set up, staff, operation and clean up requirements and with all recycling laws. Renter/User shall be responsible for any and all costs incurred by the Borough as a result of a caterer's failure to comply with any of the foregoing requirements.
7. Deposit Refund: Any remaining rental deposit, after deduction of charges authorized herein, will be returned to the renter/user. Renter/User may pick up refundable deposit check as early as 7 business days afterward OR may authorize the Borough to cross shred and destroy by initialing below. Any deposit check not picked up after 30 business days will automatically be cross shredded.

Shred: (Initials): _____ OR Return: (Initials): _____

8. **Execution:** This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts and all of which taken together shall constitute one and the same Agreement. For purposes of this Agreement any such counterpart (or signature page thereto) may be signed and transmitted by electronic means, including, facsimile machine, email and/or pdf, in such form, shall be regarded for all purposes as an original signature and counterpart
9. The Borough and Renter/User agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religious belief, and disability.

The pavilion will be available for rent from May through October from 12:00 PM to 10:00 PM. The pavilion must be vacated and cleaned NO LATER THAN 10:00 PM. Reservations may be made for the current year and for the following calendar year. The pavilion will be available fifteen (15) minutes prior to the start of the rental. The Agreement must be executed by a legally responsible party who must be twenty-one (21) or older.

RENTAL RULES

- No smoking or use of tobacco is allowed inside the pavilion or in the public park area.
- No alcoholic beverages are allowed on the premises. If Renter/User is found to have alcohol, the terms of this Agreement will become null and void and the premises will be vacated immediately.
- Pets (except for service animals) are not permitted at any time in the pavilion or in the public park areas.
- At the end of the rental period, the occupants must clean-up the pavilion and surrounding area, properly dispose of all garbage and place in dumpster provided near pavilion. If renter/user does not comply with this request, future privileges for use of the pavilion by the same renter/user or organization may be revoked.
- Any receptacles provided (i.e. recycling, garbage, etc.) must remain inside the pavilion.
- Renters/Users, guests, visitors, patrons, vendors, caterers, service providers and/or invitees will be removed from the pavilion and surrounding public area for noncompliance of these Rental Rules and Rules and Regulations of the Borough of Walnutport.
- Music and noise must be kept at a level that does not disturb surrounding residents. Sound and amplified music is not to exceed 90 dlb in the pavilion or 55 db at the property line.
- Renter/User responsible for completing this Agreement must be present on day of rental.
- Renter/User is responsible for the conduct of guests, visitors, patrons, vendors, caterers, service providers and/or invitees at all times.
- The Park is open to the public during regular Park hours. Renter/User may utilize public park facilities (i.e. ball fields, basketball courts, etc.) so long as such public park areas are not already in use or scheduled/reserved to be utilized. If an area of the public park facilities is reserved during time of rental, renter/user must surrender use to reservation.
- No cooking (only warming-up) of food in kitchen.
- A refrigerator is available for use by Renters/Users. All items must be removed and refrigerator left in like condition at the conclusion of event.
- No recreational wheeled/skating devices (for example, skateboards, bicycles, etc.) are not allowed in the pavilion.
- No open flames are allowed in the pavilion. Gas stoves, burners, charcoal grills or any similar equipment are permitted in designated areas only. If candles are used, all candles must be contained in a glass container taller than the top of the candle flame.
- Parking – Street parking is available. Do not block any driveways during an event and no parking on grass is allowed. For events with large number of attendees, permission may be required to park in adjoining parking lots for event.
- The pavilion provides minimal seating arrangements. The set-up and take down of chairs, table(s), etc. is the responsibility of the Renter/User. If the Borough or authority of the Borough asks that something be moved, renter/user must comply with the request. Decorations must not deface the pavilion. Renter/User will be held accountable for any damages incurred. Only painter's tape may be used to decorate. Nails, thumb tacks, staples, duct, adhesive or masking tape and any other means of securing decorations that would cause damage to the walls, painted surfaces, etc. are not to be used. Tape and any residue must be removed from tables and chairs provided. No confetti is allowed.
- Bathrooms are available for renters/users only. Please be considerate in keeping clean. Do not throw anything other than toilet paper into toilets. Do not dispose of food in toilets and/or clean dishes in bathroom sinks.

I have read all of the rental agreement information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s)/User(s) acknowledge that his/her use of the facility purely for the pleasure of his/her guests. Renter/User further acknowledges that neither the Borough of Walnutport has assumed any responsibility for, nor shall the Borough have any liability for,

the actions or inactions of the renters/users and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Renter(s)/User(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective offices, directors, shareholders, agents, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Borough and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s)/User(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Borough, their respective offices, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s)/user(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter(s)/user(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter(s)/user(s) in fulfilling such obligations shall not relieve renter(s) of the indemnification and defense obligations set forth herein.

Signature: _____

Date: _____

The Borough of Walnutport reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges.
If this occurs, we will attempt to notify you as soon as possible.

Once fully executed, this Pavilion Rental Agreement shall constitute the official permit to rent the pavilion based on the terms and conditions set forth in this Rental Agreement.

Approved: _____

Date: _____