

THE BOROUGH OF WAYNESBORO
FRANKLIN COUNTY
WAYNESBORO, PENNSYLVANIA

ROTARY PARK PAVILION RENTAL

THIS AGREEMENT, made this _____ day of _____, 20____,
between the Borough of Waynesboro, Franklin County, Pennsylvania, hereinafter called
"Borough" and:

_____ (Name of Organization or Individual)
_____ (Address)
_____ (Phone Number), hereinafter called
"Renter",

WITNESSETH, that in consideration of the covenants and agreements herein
contained, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Borough hereby agrees to rent the Pavilion at Rotary Park to the
Renter for the purposes and on the dates herein set forth:
_____ (Activity),
_____ (Date),
_____ (Time).
2. That the Renter shall pay to the Borough for the use of the hereinbefore
described premises on the dates and for the purposes as set forth above,
the sum of \$ _____.
3. That the Renter shall keep and maintain the said Rotary Park Pavilion and
the Borough property and premises connected therewith in the same
condition as found, and shall be financially and otherwise responsible for
all injury, damage or destruction that may occur to the said property or
premises arising during, from and in connection with the said activity.
Rotary Park Pavilion rentals are "carry in, carry out". Renters are
responsible for removal and disposing all trash generated by the rental.
4. That the said Renter shall indemnify and save harmless the Borough from
all liability and responsibility arising from injury or damage to persons or

property of any nature, occasioned or caused to any person or corporation, business or individual, wholly or in part by any act or acts of omission or commission of the Renter or of his employees, agents, guests or invitees, arising out of the Renter's use of the Borough property pursuant to this Rental Agreement.

5. That the Renter is thoroughly familiar with the terms of this contract and the Rules and Regulations of the Borough Park System and hereby agrees to abide and be governed by the same.
6. That the Renter shall designate a person or persons whom shall serve as representative for all matters contained herein and who shall be responsible for implementing the policy of the Borough.
7. That the said Renter shall have an official representative, to wit:
Name _____
Address _____
Phone (Home) _____ (Work) _____,
who will be present at all times and shall be the responsible individual to whom all questions are to be referred concerning the operation and maintenance of the said Borough property. (The above information must be completely filled out or the application will not be accepted.)
8. Rotary Park hours are 6:00 a.m. to 10:00 p.m. **Rental of the Pavilion is limited to the hours of 8:00 a.m. to dusk, unless special permission is granted.**
9. **That the Renter shall pay to the Borough the cost of all additional services as may be required.**
10. **Subletting of the Pavilion is prohibited.**
11. **All deposits are non-refundable. If the rental is canceled for any reason, all fees are due and payable and non-refundable - no rainchecks will be issued.**
13. Bounce-houses and other similar inflatables are not permitted unless they have been inspected by the PA Department of Agriculture, and a certified operator will be present to operate them during the event.

14. That the Borough may nullify this Agreement by declaring a breach of the terms if the Renter violates the terms of this Agreement or the Park's Rules and Regulations and, in such event, shall retain as liquidated damages all sums paid theretofore under the terms hereof. That the breach or failure to perform or to conform to any of the terms herein contained in this Agreement by the Renter (the Borough being the judge of the same), renders this Agreement null and void.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

RENTAL FEE: _____

ADDITIONAL SERVICES: _____

TOTAL FEES: _____

By: _____
Signature (Renter)

Name (Typed or Printed)

Date

THE BOROUGH OF WAYNESBORO

By: _____
Borough Manager

Date

I have read and agree to the terms and conditions in the Rotary Park Pavilion Rental Agreement (attached hereto).

Specifically, I understand that the Rotary Park is a "carry in, carry out" facility, and that I am responsible for removing and properly disposing of any and all trash generated by this rental.

Signature (Renter)

Date

RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter the "Agreement") is made this _____ day of _____, 2026, by and between the **BOROUGH OF WAYNESBORO**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 55 East Main Street, Waynesboro, Pennsylvania 17268, (hereinafter the "Borough"), and _____, with a mailing address of _____, (hereinafter the "Renter") (hereinafter the Borough and the Renter shall be collectively referred to as the "Parties").

WHEREAS, the Borough is the owner of certain real property designated as recreational parks and pools within the municipal boundaries of the Borough of Waynesboro and specifically situated at the following locations: on the corner of W. Second Street and S. Franklin Street, Waynesboro, Pennsylvania (hereinafter the "Franklin Street Park"); 220 Memorial Park Drive, Waynesboro, Pennsylvania (hereinafter "Memorial Park"); 235 Mt. Airy Avenue, Waynesboro, Pennsylvania (hereinafter "Mt. Airy Park"); 138 Brown Street, Waynesboro, Pennsylvania (hereinafter the "Northside Park/Pool"); and at the intersection of W. Ninth Street and Anthony Avenue (hereinafter "Rotary Park"); and

WHEREAS, the Renter desires to rent _____ for the purposes of hosting _____ on the date of _____, from the hours of _____ (hereinafter the "Event"); and

WHEREAS, the Borough desires to rent to the Renter such real property for the above-referenced Event and for the timeframe set forth above in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The above recitals are incorporated herein and are made part of this Agreement.
2. Renter shall indemnify, release and hold harmless and have the duty to defend the Borough, its respective officers, employees, agents or servants, successors, assigns, from and against any and all liabilities, suits, claims, actions, damages, judgments, costs and/or expenses, including but not limited to any reasonable attorneys' fees incurred by the Borough, by reason of any claim for injury to person or property, arising from and/or related to, indirectly and/or directly, the renting of the Borough-

owned park and/or pool for the Event, or their agents, or acts of the Borough's employees while engaged in the provision of the Borough-owned park and/or pool for rent for the Event.

3. This Agreement shall be terminated by the Parties upon conclusion of the allotted time as set forth above for the Event. The Borough reserves the right to terminate this Agreement at any time. In the event of inclement weather, damaged facilities, and/or other circumstances that render use of the park and/or pool inaccessible at the discretion of the Borough, the Borough may terminate this Agreement and shall endeavor to provide notice to the Renter of such termination within a reasonable time.
4. This Indemnification Agreement may not be amended or modified except by agreement in writing duly signed by authorized representatives or officers of the Parties hereto.
5. If any section of this Indemnification Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts hereof.
6. This Indemnification Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Indemnification Agreement shall bind the Parties, their assignees and successors in interest.
8. This Agreement contains the entire understanding between the Parties and supersedes any prior written or oral agreements between the Parties respecting the within subject matter. There are no representations, agreements, arrangements or understandings between the Parties hereto relating to the subject of this Agreement which are not fully expressed herein.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby,
have caused this Agreement to be executed the date and year first above written.

ATTEST:

BOROUGH OF WAYNESBORO

By:
Its:

By:
Its:

ATTEST

RENTER

By:
Its:

By:
Its:

RENTAL FEE SCHEDULE

ROTARY PARK PAVILION

Half day (up to 4 hours) - \$25.00

Full day (4+ hours) - \$45.00

RULES AND REGULATIONS FOR USE OF RECREATION AND PARK AREAS

THE FOLLOWING RULES AND REGULATIONS HAVE BEEN ESTABLISHED FOR THE USE OF RECREATION AND PARK AREAS OF THE BOROUGH OF WAYNESBORO. THESE ARE PUBLIC FACILITIES AND EACH PERSON IS URGED TO COOPERATE IN OBSERVING THESE RULES AND REGULATIONS AND IN HELPING TO KEEP THESE AREAS CLEAN.

The following are designated as park areas in the Borough of Waynesboro:

- Memorial Park
- Northside Park/Pool
- Mt. Airy Avenue Park
- Franklin Street Park
- Rotary Park
- Ed Miller Walking Trail

1. Proper care and use of recreation and park equipment and facilities, shelters, buildings, tables, benches, trees, shrubbery, etc. is required. The cost of any property damage shall be charged to the responsible person or persons.

2. No persons shall operate or ride ATV, motor bike, motorcycle, snowmobile or similar motor vehicle except in areas where motor vehicles are permitted, such as drives and parking areas.

3. The riding of skateboards is prohibited in Memorial Park.

4. Visitors riding bikes or utilizing skates/roller blades should use appropriate protective gear. These visitors must stop for pedestrians and stay to the right hand side of the walkways. These activities are prohibited in pavilions in all parks, and the memorial areas at Memorial Park and Rotary Park.

5. Dangerous practices and endangering the safety of yourself or others is prohibited at all times.

6. Users of the recreation and park areas shall respect the rights of others and conduct themselves in a manner acceptable and becoming to others.

7. The use of abusive and/or foul language is prohibited.

8. Littering in recreation and park areas is prohibited. Trash and recyclables shall be placed in the designated containers provided for this purpose.

9. The use of tobacco and/or vaping products in recreation and park areas is prohibited.

10. The use and/or possession of alcoholic beverages and illegal substances in recreation and park areas is prohibited. Persons under the influence of, or in possession of alcoholic beverages or illegal substances, will be expelled immediately and subject to criminal prosecution.

11. The little league and major league ballfields at Memorial Park are leased by the Waynesboro Youth League; and those wishing to schedule use of the fields must have approval from the Waynesboro Youth League. They are open to the public, however, when games and practices are not being held. Courts and other park areas are open to the general public, except when scheduled by organized leagues or other organizations and approved by the Waynesboro Recreation Board.

12. Park pavilions may be used by all patrons when not in use for official functions or reserved for private use. Rotary Park Pavilion and Northside Pool Pavilion are available for paid reservations.

13. Observe speed limits of 10 miles per hour or slower, depending upon conditions, in recreation and park areas where vehicular traffic is allowed.

14. Directional signs must be followed by vehicular traffic, and parking shall be in authorized parking areas and parking spaces, subject to a speed limit of 10 miles per hour or less.

15. The climbing of trees, picking of flowers, or cutting or damaging any plant life by an unauthorized person is prohibited.

16. Tennis shoes or sneakers must be worn on all court areas.

17. The building of fires in recreation and park areas of the Borough of Waynesboro is strictly prohibited. However, gas grills are permitted provided they are of a normal consumer-type.

18. Trapping is prohibited in any park.

19. The hitting of golf balls and the playing of golf in any park is hereby prohibited at all times.

20. All park areas are closed from one-half hour after Sunset as defined by the U.S. Weather Bureau for the Waynesboro area to one-half hour prior to Sunrise as defined by the U.S. Weather Bureau for the Waynesboro area, except for special events and occasions approved by Borough Council.

21. Certain park and recreation areas, such as the Dog Park, Memorial Park and Northside Pool, may have additional rules and regulations adopted specifically for that location. Such rules and regulations are posted at those locations.

REGULATIONS FOR DOGS

1. All dogs must be on a leash no longer than six-foot (6') with the exception of dogs located within the fence at the dog park. All leashes must be made of appropriate material for the weight of the dog.
2. All dogs must have current state license and be up to date on appropriate vaccinations.
3. Dog walkers must pick up all solid waste left by their dog(s) in a sealable bag or container and properly disposed of in a waste container.
4. Do not leave a dog unattended.
5. Do not permit a dog under your control to approach other dogs or people without invitation or permission.
6. Keep dogs away from exercise areas, play areas, the pavilions, the flagpoles, memorial areas, restrooms or other park buildings/structures.
7. The handler must keep dogs under control and is responsible for the behavior of the dog(s).