

Paxtang Saussaman Park Pavilion
Rules and Regulations for Use
Wilhelm Road and Simpson Street

I. General Rules

1. No alcoholic beverages are permitted on the premises, or on any Borough property.
2. Long picnic tables are available on site. Users are responsible for setting up, tearing down, and returning tables to a neat and orderly fashion.
3. All trash, debris, and other waste must be bagged for removal from the premises.
4. No alterations are to be made to the property without prior approval of the Borough Manager.
5. No Borough property, including but not limited to, tables, chairs, fixtures, recreation equipment or cleaning materials are to be removed from the premises without prior approval from the Borough Manager.
6. The pavilion is to be left clean and undamaged.
7. General hours of operation are from dawn to dusk. No exception to this rule will be granted without prior approval by the Borough Council.
8. There will be no burning of trash. Renters/USERS will comply with all aspects of the Borough Burning Ordinances. All trash, garbage and recyclable materials must be placed in the receptacles provided by the Borough for this purpose.
9. Adult supervision of minors is required at all times and is the responsibility of the Renter.
10. Failure to comply with any of these guidelines may result in loss of part or all of the security deposit. Additional charges may be imposed upon the Renter based on a damage assessment in the event that there is damage to the pavilion, the athletic fields, the playground, or any Borough property.
11. The athletic field, shed, kitchen, and/or tennis courts are NOT included in pavilion reservations. Renters may feel free to use the fields, provided that sanctioned athletic teams have no games or practices scheduled.
12. *Use of trampolines and inflatables are prohibited.*

II. Reservations

1. Reservations are required in order to use the pavilion for any purpose. All reservations, including priority reservations, shall be approved by the borough council and/or staff consistent with Section III, below. Inquiries concerning availability may be made by contacting the Borough Office at 717 564-4770 or e-mail at Fclark@paxtang.org
2. Reservations may be made for dates between April 15th through September 30th, excluding Memorial Day weekend.
3. Rental terms must be reviewed and any and all security deposit and rental fees provided in advance.
4. Unless specifically noted, no rain date will be included in the reservation.
5. Unless specifically requested and approved by the Borough Office, a limit of 75 participants will be in effect.
6. Rental fees will be assessed for the entire length of time that the pavilion is reserved by a renter. Renters/Users should consider this and allow for adequate set-up, tear-down, and cleanup time in their reservation requests. All time in which the pavilion will not be available for use by other groups must be included in the request.

7. Upon receipt of fees and a signed Rental/User Agreement, a key to the Restrooms will be provided, and must be picked up at the Borough Office by 4:00 p.m. the Thursday before the reservation and returned via the letter slot the day of the rental.
8. Paxtang Borough reserves the right to deny use of any and all facilities based on a prior negative history of use at Borough facilities or any similar facility.
9. All reservations are at the discretion of the Borough and are subject to change or cancellation if the Borough requires use of the facilities for official government business.

III. Rules Regarding Priority Reservations

1. In determining priority reservations, the Borough shall keep a running list of reservation requestors for the next 6 months.
2. **PRIORITY:** Annual events (such as breakfasts, art exhibits, elections or other calendar-determined holiday events) shall be given precedence over all other requested reservations. Recurring quarterly events which do not conflict with annual events shall be given second preference, and recurring monthly events which do not conflict with annual or quarterly events shall be given third preference.
3. **FOR ANNUAL EVENTS:** An organization recognized by the Borough as a “Priority Organization,” immediately following an Annual Event on the premises, shall have a first right of re-reservation under a “same (or similar) time next year” policy. To do so, such organization may, at the conclusion of their currently approved event, request to reserve the premises for the following year at the same time (or within one calendar week) by making the request and indicating firm dates for the following year’s annual event. If the organization does not reserve the premises within a week following the event pursuant to the “same time next year” policy, priority shall be lost and an attempt to make the reservation anew shall be subordinate to any other pre-approved priority reservation.
4. **FOR QUARTERLY EVENTS:** Subject to priorities reservations approved under Section III, Paragraph 3, an organization recognized by the Borough as a “Priority Reservation Organization,” upon holding a Quarterly Event on the premises, shall have a first right of re-reservation under a “same (or similar) time next quarter” policy. To do so, such organization may, at the conclusion of their currently approved event, request to reserve the premises for the following quarter at the same time (or within one calendar week) by making the request and indicating firm dates for the following quarter’s event. If the organization does not reserve the premises within a week following the event pursuant to the “same time next quarter” policy, priority shall be lost and an attempt to make the reservation anew shall be subordinate to any other pre-approved priority reservation.
5. **FOR MONTHLY EVENTS:** Subject to priorities reservations approved under Section III, Paragraphs 3 and 4, an organization recognized by the Borough as a “Priority Reservation Organization,” upon holding a monthly event on the premises, shall have a first right of re-reservation under a “same (or similar) time next month” policy. To do so, such organization may, at the conclusion of their currently approved event, request to reserve the premises for the following month at the same time (or within one calendar week) by making the request and indicating firm dates for the following month’s event. If the organization does not reserve the premises within a week following the event pursuant to the “same time next month” policy, priority shall be lost and an attempt to make the reservation anew shall be subordinate to any other pre-approved priority reservation.
6. As of May of 2023, Paxtang Borough recognizes the following Priority Reservation Organizations:

- a. Central Dauphin School District
 - b. Dauphin County
 - c. Paxtang Art Association
 - d. Paxtang Historical Society
 - e. Paxtang Lions Club
 - f. Swatara Paxtang Softball Association
 - g. Wilhelm-Paxtang Athletic Association
7. Regular weekly users of the premises who are not listed in Section III, Paragraph 6, may generally look forward to continued use under a “same time next week” policy, unless another reservation made two weeks or more in advance has been approved. To do so, such organization may, at the conclusion of their currently approved event, request to reserve the premises for the following week at the same time by making the request to the Borough. The reservation shall be subordinate to any other pre-approved reservation made two weeks or more in advance.
 8. In addition to the foregoing, if a conflict should exist in the scheduling of sports teams, preference will be given to the team whose sport is currently in season.
 9. The Borough reserves the absolute right to determine the resolution of any conflict which may result from multiple organizations approved to access and/or use the premises for the same time period.

IV. Fees

Three fees may be assessed to use the Paxtang Pavilion: A security deposit, a key deposit, and a rental fee. Applicability of each of these charges is described below.

1. Security Deposit

- a. A Security Deposit of one hundred dollars (\$100.00) shall be required of all new users, non-residents and groups that are not represented by residents.
- b. The Security Deposit is not required of municipal entities to which Paxtang Borough residents pay taxes to support (examples include: Paxtang Borough public meetings, Paxtang Borough Recreation Programs, and Paxtang Elementary School activities), and shall not be required of priority reservation organizations listed in Section III, paragraph 6.
- c. The deposit will be returned if no damage has occurred to the premises as result of the organization’s event.
- d. In the event that damage to the premises does occur, the Borough may withhold part or all of the security deposit, and may bill the renter/user for reasonable reimbursement resulting from necessary repairs to return the premises to the condition it was in immediately prior to the rental/use.

2. Bathroom Key Deposit

- a. A deposit of twenty-five dollars (\$25.00) shall be required to receive a bathroom key.
- b. The deposit will be returned if the key is returned in good condition.
- c. If the key is not returned, or is returned damaged and cannot be used, the renter/user shall forfeit all or part of the key deposit.

3. Rental Fees

- a.** Paxtang Borough residents, Borough employees, and Borough volunteers shall pay a rental charge of five dollars (\$5) per hour, or any part thereof, for personal use of the pavilion. Examples of this type of rental include private parties or sports activities. A volunteer is defined as an individual who provides 'in kind' services to Paxtang Borough and include: Paxtang Historical Society members, and Paxtang Lions Club members.
- b.** Non-residents shall pay a rental charge of fifteen dollars (\$15) per hour, or any part thereof, for personal use of the pavilion. Examples include private parties or sports activities.
- c.** Borough non-profit, civic, and service organizations that are 'nonprofit' status as defined by section 501 (c) of the Internal Revenue Service Code, and organizations listed in Section III, Paragraph 6, shall have their fees waived. Any other nonprofit group that desires an exemption from fees must request a waiver from Borough Council and will be required to show proof of nonprofit status.

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BOROUGH OF PAXTANG
PAVILION/PARK RENTAL/USER AGREEMENT
3423 DERRY STREET, HARRISBURG, PA 17111
717-564-4772. WWW.PAXTANG.ORG

The Borough of Paxtang hereby leases/rents use of its Pavilion/Park

to: _____, hereinafter known as the

“RENTER/USER” for the hours of _____ AM / PM to _____ AM / PM
(circle one) (circle one)

on the Day(s) of _____

for the Purpose/Event of _____

for a fee of \$_____ for Rent & Use of the premises; (or circle if **Waived**)

\$_____ for one (1) Key to Restrooms (\$25.00); (or circle if **Waived**)

\$_____ for a Security Deposit (\$100.00); (or circle if **Waived**)

For a TOTAL of: \$_____ (after all applicable waivers).

AS RENTER/USER (OR AGENT THEREOF), WHEN SIGNING BELOW, I HEREBY AFFIRM AND AGREE TO THE FOLLOWING:

- (a) The number of persons who will use the Park/Pavilion shall not exceed 75 persons;
- (b) All event activity shall be confined to the spaces provided
- (c) Renter/User shall maintain order and provide appropriately for the protection and safety of participants using the premises during the times listed above;
- (d) Renter/User shall report any damage or issues found upon arrival to the Borough at 717-564-4770. Photographs are encouraged to document damage (if any) prior to the Renter/User's Event.
- (e) Renter/User shall reimburse the Borough in the event of loss or damage to personal or real property resulting from actions caused by persons participating in the event;
- (f) Renter/User shall secure the Restrooms upon departure
- (g) **Use of trampolines and inflatables are prohibited.**

As (or on behalf of) the Renter/User, I hereby affirm that the Renter/User will comply with all provisions listed above:

NAME: _____ PHONE: _____

ADDRESS: _____ PHONE: _____

_____ EMAIL: _____

SIGNED (for the Renter/User): _____ **DATE:** _____

(Reservation will not be approved unless this form is signed and dated, and applicable fees are paid.)



Borough of Paxtang
Municipal Building 3423 Derry Street
Harrisburg, PA 17111
www.Paxtang.org 717-564-4770

On this day of _____, 20____, I, _____,
on behalf of _____ (organization, if applicable),
have received a key for use of the rest facilities at Saussaman Park.

Address: _____

Phone: _____ Email: _____

I understand that I am responsible for this key and will return it within 3 business days
following the scheduled/permitted use of the pavilion at Saussaman park. (return after
the last date of use if a multiple-date request is approved)

If it is lost or stolen, I will immediately report it to the Borough of Paxtang.

I am responsible for the cost of the replacement of the key (\$25.) (via key deposit or
other payment).

Signature and date

Borough representative witness signature:

Borough Staff only:

Date Returned _____

Borough Representative Signature

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission from the Borough of Paxtang (“Borough”) for the use of the Paxtang Saussaman Park Pavilion and the surrounding grounds (the “Facilities”) for the _____ (“Event”) on _____ (Date), I/we hereby release, waive, discharge and covenant not to sue the Borough of Paxtang, its officers, agents, servants or employees (hereinafter referred to as “Releasees”) from any and all liability, claims, damages, actions and causes of action whatsoever arising out of or related to a loss, damage, or injury, including death, that may be sustained by me/us or any of the property belonging to me/us, whether caused by the negligence of the Releasees or otherwise, while conducting the Event, or while in, on or upon the premises of the Borough where the Event is being held.
2. I/we further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys’ fees, that any person may incur due to the presence, condition, operation or use of the Equipment whether caused by the negligence of the Releasees or otherwise.
3. I/we am/are fully aware of the potential risks involved with the use of the Equipment and represent that I/we will adhere to the manufacturer’s instructions for safe operation and use of the Equipment.
4. I/we have read and understand the Rules and Regulations governing the use of the Paxtang Saussaman Park Pavilion and surrounding grounds and I/we agree to comply with all the requirements as stated. I/we agree to assume all responsibility for any damages incurred by participants of the Event and also assume all liability for personal damages or injuries incurred as a result the presence, condition, operation or use of the Equipment or the Borough facilities and release Paxtang Borough and its officers, agents, servants or employees of any responsibility for such activities.

In signing this Waiver Of Liability And Release, I/We acknowledge and represent that I/we have read the foregoing Waiver of Liability, Release and Hold Harmless Agreement, understand it and sign it voluntarily as my/our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I/we are at least eighteen (18) years of age and fully competent; and I/we execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Signed this _____ day of _____, 20____.

SPONSOR

Printed Name

Signature

DAUPHIN COUNTY DISPATCH 717 558-6900 – NON EMERGENCY
EMERGENCY – DIAL 911