



# McSherrystown Borough

Adams County, PA

## **RECREATION PARK FACILITY RENTAL AGREEMENT**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_  
HOURS: \_\_\_\_\_

DATE OF RENTAL: \_\_\_\_\_ REASON: \_\_\_\_\_

The above-named user and the Borough of McSherrystown enter into this Agreement for the use of the specified area only at the Borough's Recreation Facilities at the South Street Recreation Park as indicated.

### **CHECK ONLY ONE!**

\_\_\_\_\_ Small Pavilion Rental with Locked Restroom Facility  
\$50 Rental Fee/ \$50 Security Deposit

Total Due: \_\_\_\_\_

\_\_\_\_\_ Large Pavilion Rental with locked restroom facility  
\$75 Rental Fee/ \$75 Security Deposit

Total Due: \_\_\_\_\_

\_\_\_\_\_ Community Center Rental Monday-Friday  
(Except Thanksgiving & Christmas Day)  
\$50 Rental Fee/ \$125 Security Deposit

Total Due: \_\_\_\_\_

\_\_\_\_\_ Community Center Rental Saturday & Sunday  
(Includes Thanksgiving & Christmas Day)  
\$125 Rental Fee/ \$125 Security Deposit

Total Due: \_\_\_\_\_

The Rental Fee is due when booking and is NON-REFUNDABLE. Your date will not be reserved until the Rental Fee is paid in full. Please contact the Borough Office if you need to cancel your booking. The Rental Fee is NON-REFUNDABLE but can be applied to another booking within the same calendar year if canceled prior to picking up the key. Once the key is picked up the amount paid is no longer able to be applied to another date.

The Security Deposit is due when picking up the key. The Security Deposit is REFUNDABLE and will be returned upon clear inspection of the facility and the return of the key. If any additional cleanup is needed, the user will be charged the hourly rate of the borough employee less the Security Deposit.

Payment can be made in the form of cash or check.

**The rental of the above-named facility/area has the following terms and conditions.**

1. **Availability for Use:** The Recreation Pavilion(s) and Senior/Community Center must be rented separately.

**Pavilion(s):** Are available for use on Saturdays, Sundays, and Holidays from 10:00am to 8:00pm. Other days are subject to approval by the Borough.

**Senior/Community Center:** A Valid Driver's License must be submitted prior to being granted the use of the facilities. The center may be rented Sunday through Saturday from 10:00am to 8:00pm. The renter can only use the following items in the center: the refrigerator, stove, sink, telephone (for emergency use only) and table and chairs. If the user rearranges the tables and chairs, they must be put back in the arrangement in which the user found them. The maximum capacity is 40 people.

2. **Parking:** All motor vehicles must be parked in designated areas on the parking lot provided. Parking in the grass area is prohibited.
3. **Alcoholic Beverages:** No alcoholic beverages are permitted in Borough Parks at any time.
4. **Motorbikes, Motorcycles, Motor Driven Vehicles, etc.:** No motor-driven bikes, cycles or vehicles are permitted within the park other than when parked in designated areas only.
5. **Fees:** The user agrees to remit in advance the sum pertaining to their rental. Note: The Borough Council Resolution establishes all fees yearly. Payment for the above rental is due at the time of the booking. Your date will not be reserved until payment for the rental is received in full. The refundable security deposit is due when the key is picked up prior to your rental date. The security deposit will be returned upon clear inspection of the facility and the return of the key. If any additional cleanup is needed, the user will be charged the hourly rate of the borough employee less the Security Deposit. Payment can be made in the form of cash or a check.
6. **Supplies for the Restrooms:** The Borough shall supply all paper products to be used in the restrooms.
7. **Exclusive Use Clause:** This agreement only pertains to the specific facility(s) rented and does not cover the entire recreation grounds or park. The area specified in the agreement is the only area user is guaranteed exclusive use. Other areas of the recreation park remain open for use by the general public as a public park.
8. **Non-Liability of the Borough:** By execution of this agreement, the User hereby acknowledges that the user has personally inspected the premises and related facilities and knows the risks and danger involved in the use of the recreational facilities and their improvements. User hereby assumes all risks of injury to the person and property of user and user's guests.
9. **Release and Indemnification.** User, for itself, its executors, administrators, representatives, successors, and assigns, hereby releases, acquits, and forever discharges, and shall indemnify, defend, and hold harmless, the Borough, its officers, elected officials, representatives, employees, agents, successors, and assigns (the "Releasees") from and against any and all liabilities, suits, claims, actions, damages of any nature, judgments, costs, expenses (including but not limited to attorneys' fees), property damage, personal injury, illness, or death, arising from or related to, directly or indirectly, the event and/or the use or rental of the Real Property and any Borough property or equipment. This

indemnification provision shall not be pleaded by the User as a bar to any claim or suit, nor asserted as an admission of liability against the Releasees. This indemnification provision shall survive termination of this Agreement and the Event.

10. **No Illegal Activities.** Users shall not engage or allow others to engage in illegal activities, activities in violation of the Pennsylvania Borough Code, or activities in violation of the Code of the Borough McSherrystown on Real Property.

NOTE: If the user experiences problems with people interfering in their rented area or disrupting their activities, the police department should be notified immediately. You may reach the police department by dialing 911.

The user hereby acknowledges that the Borough of McSherrystown shall not be liable for any injuries to a person or property arising from the use of any Recreation Park or facility pursuant to this agreement.

User, by execution of this agreement, agrees to indemnify the Borough of McSherrystown from any and all liability, loss, or damage the Borough may suffer as a result of claims, demands, cost or judgements against it arising out of the use of the Recreation Park or facility pursuant to this agreement, whether the liability, or loss or damage is caused by, or arises out of, the negligence of the Borough, or of its officers, agents, employees, or otherwise.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL THE PAYMENT TERMS, AGREEMENT TERMS, CONDITIONS, AND PROVISIONS OF THIS AGREEMENT.

\_\_\_\_\_  
RENTER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOROUGH

\_\_\_\_\_  
DATE

.....  
**THIS SECTION TO BE COMPLETED BY BOROUGH PERSONNEL**

RENTAL FEE PAID:

AMOUNT \$ \_\_\_\_\_ CASH/CHECK # \_\_\_\_\_ DATE PAID: \_\_\_\_\_

KEY # ASSIGNED TO THIS RENTAL: \_\_\_\_\_

SECURITY DEPOSIT PAID:

AMOUNT \$ \_\_\_\_\_ CASH/CHECK # \_\_\_\_\_ DATE KEY PICKED UP: \_\_\_\_\_

SECURITY DEPOSIT RETURNED:

AMOUNT \$ \_\_\_\_\_ CASH/CHECK # \_\_\_\_\_ DATE KEY RETURNED: \_\_\_\_\_