

EDENBURG PARK RENTAL CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, between the TOWNSHIP OF WINDSOR, a Pennsylvania municipal corporation, with a mailing address of 110 Haas Rd Hamburg, PA 19526, Berks County, PA 19526, herein called the “Township”,

-AND-

_____ of _____
(Renter’s Name) (Address)

_____ (Email Address) _____ (Cell Phone Number)

herein called the “Renter”,

Date of Rental: _____ Rental between the hours of: _____
Rental Coordinator will unlock the doors 1/2 hour before, and 1/2 hour after your rental time selected above.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the consideration stated, and intending to be legally bound hereby, the parties agree that:

1. **Usage.** The park is provided for general usage. The Township reserves the right to have final approval on all activities or events scheduled at the park. The Township reserves the right to designate hours that the park is available for use and to remove any person or group failing to comply with the rules. The Township reserves the right to require security be provided and the renter’s or user’s expense.

2. **Conditions for Use.** As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the park rented and all persons permitted by Renter to be within the park to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the park, ensure that all guests, members, employees, supervisors, staff, invitees and attendees that do not have special additional right to continue to use the park, leave after each use.
- Rules and regulations for the park are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the park and adjacent areas to be utilized for any premises defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the park or performed in conjunction with Renter’s use that is a violation of an existing State, Federal Law or

municipal ordinance or use the same in such a manner as to constitute a nuisance.

- No conveyance, assignment or other subcontracting of the park is made to any person or entity without the express, written agreement of the Township.
- Not permit, suffer or allow any activities of the Renter, Renter's employees, members or guests to interfere with any other parts of the park or use of other portions of the park not rented by the Renter.
- Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Township.
- The Township has a list of all officers and board members of Renter, if Renter is an entity.

3. **Alcohol.**

- No sales of alcoholic beverages are permitted on, in or at the park.
- Renter shall ensure compliance with Pennsylvania state law concerning the consumption of alcohol including, but not limited to the following:
 1. Alcohol should not be served to any person under the age of twenty-one (21).
 2. Alcohol shall not be served to anyone without proper identification.
 3. If Renter desires to serve alcohol at an event covered by this agreement, they must utilize a bartender who should be RAMP certified.
 4. Renter shall be held accountable for any act resulting from the consumption of alcohol within the park.
 5. The Township reserves the right to require additional security for any function serving alcohol.

4. **Closure.** The Township reserves the right to close all or any portion of the park, with or without notice. The Township may inspect the rented park prior to any event. The Township is not required to have available staff to monitor the use of the rented park. Renter shall be responsible for any damage resulting from use of the park and other portions of the park caused by use of Renter, Renter's members, or Renter's invitees.

5. **Cancellation.** The Township may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The Township shall not be responsible for any losses to the Renter as a result of the Township terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter may result in the forfeiture of deposit as detailed above.

6. **Township's Rights and Duties.** The Township agrees that for the sole consideration expressed herein, Renter shall have use of the park above. The Township shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs provided in the Rental Agreement. The Township reserves the

right to refuse to allow any Renter, Renter's representative or invitee to conduct any activity at park if the Township determines that the individual has not followed the rules and regulations of the park or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the park.

7. **Fees and Costs of Usage.** The Township shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage and maintenance costs and may make adjustments as approved by the Board of Supervisors. The Township shall notify Renter not later than February 1 of any year of any increase in fees or costs. The Township shall be reimbursed costs of damages to the park associated with Renter's use of the park. Renter shall not be responsible for more than the actual costs of repairing any park. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The Board of Supervisors shall have the right to make the decision final decision for any appeal from a decision to charge Renter for repair of costs to the park. The appeal must be made within ten (10) days of the decision to charge for damages to the Board of Supervisors. The Township reserves the right to refuse to further rent the park to any individual and any entity which has failed to reimburse the Township for costs of damages or any portion of a rental fee.

8. **Insurance.** Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Board of Supervisors as a condition of a Rental Agreement. Failure to provide adequate insurance may be a cause of the Township to reject an application for rental. Any function which is used for fund raising, charges admission, is advertised as a public function, would attract a crowd of interested observers will be required to furnish a liability insurance policy. Sport activities requiring membership to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the Township as an additional insured and be provided ten (10) days in advance of a scheduled event. Minor events such as family reunions, picnics, etc., do not require liability insurance unless open to the public.

9. **Notices.** Any notice required due to a defect or dangerous conditions shall be immediately provided to the Board of Supervisors, or its designee. Renter shall provide the Township with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees, representatives, officers, directors or other agent of Renter, within twenty-four (24) hours of the damage. Notice shall be mailed or hand delivered within twenty-four (24) hours.

10. **Immunity.** The facilities rented are recreational in nature. THE TOWNSHIP'S IMMUNITY FROM SUIT AND DAMAGES INCLUDED SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members, visitors, contractors and subcontractors waive any further notice and shall as it deems appropriate notified and share the information concerning the Township's immunity from suit and/or damages. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE TOWNSHIP TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE TOWNSHIP'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to

take the premises “as is” and “where is” with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

11. **Indemnity.** Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the Township and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which arise out of or result from Renter’s occupancy or use of the park and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify Township and its officers, directors, agents, representatives and employees against any and all mechanic’s and materialmen’s liens or any other types of liens imposed upon the park arising as a result of Renter’s conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to any directly or indirectly employed by any of them.

12. **Reservation Policies.**

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The Township reserves the right to establish annually renewed reservations for major events.
- You must be at least eighteen (18) years of age to rent any facility.
- Rentals periods are from April 15th to October 15th every year.
- **Security/Cleanup deposits and Rental fee must be paid separately, one check for Rental fee and a separate check for Security/Cleanup deposit.**
- The Township of Windsor accepts cash, or personal check, as a form of payment. **Checks are payable to WINDSOR TOWNSHIP RECREATION PARK.**
- **Rental Fee:**
\$175.00 for Pavillion, Restrooms, and Kitchen
\$75.00 for Pavillion and Restrooms
Baseball Field, Playground equipment and Restrooms can be used under both rentals, but someday these areas will have to be shared with others.

Rental fee and Security/Cleanup deposit must be paid in full no later than 45 days before your rental date.

- If you have to cancel for any reason, please contact the Township Secretary, there will be no charge if cancellation is given 45 days prior to your event. If cancelled, within 45 days of your rental, your Security/Cleanup deposit will be 100% refunded, but the Rental fee will be returned at 50% of what was paid.

- Reservations of park must specify the times needed and which area is to be utilized to allow for more than one event to be held at the park. The Township reserves the rights to refuse any request for reservations of all or any portion of the park.
- The Township reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the park and/or contrary to the rules and regulations governing the use of the park or any Township facility.
- There is a sign up-up sheet on the board inside the park building if you want to sign up for next year.

13. **General Rules.**

- Clean up is done the day/night of the event.
- Music must be turned off by sundown.
- All personal property must be removed at the time of clean-up.
- Non-profit included 501(c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.
- Damage to the floors due to setup by the Renter may result in forfeiture of deposit.
- Renters are responsible for general clean-up of the park (placement of all leftover food, garbage and unrecoverable decorations into trash bags and places in outside dumpster bins).
- Renters are responsible for set up and take down of tables and chairs.
- Decorations must be done within the rented time and removed upon the end of the event.
- DO NOT attach anything to the acoustical panels or railings.
- Renters are responsible for kitchen clean-up. (DO NOT SCOUR GRILL)
- The Township is not responsible for the behavior of all attendees.
- Candles or open flames must be approved by the Fire Marshal.

14. **Deposit Policies.** In addition to the rental fees, all rental groups will be charged a separate **Security/Cleanup deposit** for each rental. The deposit covers damage and cleanup of the park. Automatic forfeiture of the deposit will occur under the following conditions:

- **Security/Cleanup deposit:**
\$250.00 for all rentals. The check/payment for this fee will not be deposited but will be held until after rental is complete and property is inspected. 100% of this this fee will be returned if the property is returned to the condition as it was before the rental. All areas need to be cleaned, and resorted to how it was, including the restrooms, Kitchen, and Pavillion. Trash needs to be placed in dumpster. If the township personal needs to clean or repair anything due to negligence, the renter will forfeit all of the \$250 Security/Cleanup deposit.

Rental fee and Security/Cleanup deposit must be paid in full no later than 45 days before your rental date.

- Building is left unsecured (unlocked).
- Key is not returned.
- Smoking in the building.
- Use of fog/smoke machines.
- Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.
- Alcohol being present in the building without proper security present.
- Setting off false fire alarms (which is illegal and criminal charges may be filed).
- Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.).
- Damage to the park itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
- Trash left in the building or on the property.
- Failure to clean up the facility by the designated time.
- The required summoning of additional police officers due to the behavior of the participants.

Acceptance. The Township reserves the right to amend the rules and regulations at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The Township of Windsor does not discriminate on the basis of race, religion, sex, or national origin. Township of Windsor parks may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

The responsible person must be a minimum of eighteen (18) years of age. The Township reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the Board of Supervisors for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the park to sponsor any activity will be held as the liable party. The Township is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the park. Also, noted, that the Township is not responsible, but that the entity or individual entering into the agreement for use of the park may be responsible for any and all accident, injury or damage occurring at the park or in route to and/or from the park, that are resulting from the consumption of alcohol at the park.

The Renter may be obligated to provide insurance. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.

HAVING READ AND UNDERSTOOD these term and conditions and having agreed to them, the Company and Renter below have written their names or the names of their officers and agents as evidence of this fact and agree to be legally bound.

TOWNSHIP OF WINDSOR

RENTER:

(Name and Office)

(Name and Office, if any)

(Name and Office)

(Name and Office, if any)

(Name and Office)

(Name and Office, if any)

After receiving this signed agreement via email to the Township Secretary administrator@windsortownshipberkscounty.com and payment of rental fee and security/cleanup deposit, the park will be reserved for your event. Phone Number: 610-562-3769