

BOROUGH OF WORMLEYSBURG

20 Market Street
Wormleysburg, PA 17043
(717) 763-4483

PARK RENTAL AGREEMENT

THIS AGREEMENT, being made this _____ day of _____, 20____, between **BOROUGH OF WORMLEYSBURG** and **RENTER**, as more particularly described on the attached "Rental Contact Information Form."

THIS AGREEMENT IS INTENDED TO GOVERN THE RENTAL TERMS AND CONDITIONS OF THE BOROUGH OF WORMLEYSBURG REDDING PARK, LOCATED AT 710 NORTH RIVER STREET, WORMLEYSBURG, PENNSYLVANIA 17043 (THE "PARK").

WHEREAS, Borough of Wormleysburg (the "Borough"), Cumberland County, is a Pennsylvania municipal corporation with a principal place of business located at 20 Market Street, Wormleysburg, PA 17043; and

WHEREAS, the Township is the sole owner of the Park; and

WHEREAS, Renter agrees to abide by the terms and conditions of this Agreement, and attached Waiver and Release of All Claims, together with the park rules and regulations, and to such alterations, additions, and modifications thereof as the Borough may make from time to time, which rules and regulations shall be considered a part of this Agreement; and

WHEREAS, Renter covenants and agrees that said rules and regulations and all alterations, additions, and modifications thereof shall be faithfully observed by Renter, the employees of Renter, and all persons invited by Renter.

NOW THEREFORE, in consideration of the promises mutually exchanged, the receipt and sufficiency of which are acknowledged by all, the Parties hereby agree, with the intention of being legally bound to the terms and conditions as follows:

- (1) Renter shall comply with all rules and regulations, enumerated under Section 16 Part 1 of Code of the Borough of Wormleysburg regarding park rules.
- (2) Renter shall pay the following rental fee for a five-hour reservation period, to be paid at the time of filing this Agreement:
 - \$25.00 if Renter is a Borough of Wormleysburg resident
 - \$50.00 if Renter is a non-resident of Borough of Wormleysburg
- (3) Refunds of the rental fee are available in the event of inclement weather.

- (4) Renter shall additionally pay a security deposit in the amount of \$25.00 (for Borough of Wormleysburg residents) or \$50.00 (for non-residents of Borough of Wormleysburg), shall be given to the Borough, along with the rental fee, to be held by the Borough as security for the performance of all the terms, covenants and conditions of this lease and to cover the cost of any repairs and/or corrections of damage caused by Renter or Renter's guests, and the cost of any cleaning that is the result of any violations of the terms of this Agreement. If the Borough determines that any loss, damage, or injury chargeable to Renter hereunder exceeds the security deposit, the Borough at its option may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage, or injury, and the balance thereof will be the responsibility of the Renter. The security deposit is refundable after final inspection, provided that there is no damage to the Park, no displacement of equipment and/or fixtures, and that Renter has abided by all terms and conditions under this Rental Agreement.
- (5) **Absolutely no alcoholic beverages shall be served or permitted in or around the Park.**
- (6) Renter, including Renter's employees and guests, shall not enter the Park prior to the agreed upon rental time and shall promptly vacate the Park at the time designated in the Rental Agreement.
- (7) Renter shall return the Park to its original condition as it existed immediately prior to Renter's use.
- (8) Renter shall ensure that all lights, including restroom lights, have been turned off after use.
- (9) Renter shall place all refuse in trash cans. Renter is also responsible for removing used garbage bags from the trash cans and placing them in the nearest dumpster. **Failure to do so will result in the loss of the security deposit.**
- (10) Renter shall not remove any tables, chairs, and/or benches from the Park at any time.
- (11) Renter shall permit a designated representative of the Borough to enter the Park at any and all times for the purpose of determining whether the Park is being used in accordance with the terms of this Rental Agreement.

- (12) No electrical or mechanical devices, including surge cords/power strips, other than those listed below (*subject to approval by the Borough*) may be utilized during the Park rental:

- (13) The Borough shall retain the right to revoke privileges of any person(s) for any future rentals of the Park or other Borough properties in the event of any damage during Renter's use of the Park.
- (14) Renter recognizes, acknowledges, and agrees that Renter's rental of the Park is subordinate to the Borough's obligations, as the owner of the Park, to the general public. Accordingly, Renter and Renter's guests shall comply fully and promptly with the Borough's directions and instructions, to the extent that they are not inconsistent with the purpose of this Rental Agreement.
- (15) Renter shall indemnify, hold harmless, and have a duty to defend the Borough, its partners, employees, agents, servants, successors, and assigns, from and against any and all loss, damage, claims, demands, actions, or causes of action, suits at law or in equity, judgments, liability or expenses, including attorney fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person, including loss or destruction thereof, arising out of any accident or occurrence, caused by the Renter's acts or omissions in or as a result of Renter's exercise of the rental granted herein.
- (16) Renter agrees to furnish a Certificate of Insurance for liability coverage and applicable endorsements evidencing such insurance at least **five (5) days** prior to the rental date. Renter agrees to secure and maintain liability coverage that shall include, but not be limited to, death, and personal injury, in an amount not less than \$500,000.00 per person and in an amount not less than \$1,000,000.00 for all persons arising out of each occurrence; and damage to or loss or destruction of

property, including loss of use thereof in an amount not less than \$500,000.00 for each occurrence and not less than \$1,000,000.00 in aggregate.

- (17) The Certificate of Insurance shall recognize and provide that Borough of Wormleysburg and its appointed and elected officials, officers, directors, trustees, and employees are additional insured with respect to claims arising out of the Renter's use of the property leased under this Rental Agreement. Failure to maintain the required policy or to furnish a Certificate of Insurance as provided herein shall render this Rental Agreement null and void.
- (18) This Rental Agreement may not be amended except by written agreement, duly signed by authorized representatives or officers of the parties hereto.
- (19) If any section of this Rental 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 of this Rental Agreement.
- (20) This Rental Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

NOTE: The reservation of the Park guarantees the use **OF THE PARK ONLY**. The reservation does not give exclusive use of the adjacent park or corresponding facilities, as these are open for general public use.

I hereby certify that I have read and fully understand the terms and conditions for rental of the Park. I further certify that the information provided herein is true and correct and that I agree to comply with all park rules and regulations.

RENTER BOROUGH OF WORMLEYSBURG

Renter/Authorized Representative

Date

Please make checks payable to Borough of Wormleysburg

**BOROUGH OF WORMLEYSBURG—PARK
RENTAL CONTACT INFORMATION FORM
Borough of Wormleysburg**

Applicant/Contact Person: _____

Address: _____

Phone #: (Day) _____ **(Alternate):** _____

Email: _____

Date of Use: _____

Time of Use: _____ **Please verify time (Initial):** _____

Purpose of Use: _____

Approximate Number of People Attending: _____.

BOROUGH OF WORMLEYSBURG—PARK
WAIVER & RELEASE OF ALL CLAIMS
Borough of Wormleysburg

Please read this form carefully and be aware that by signing this Agreement you will be **waiving and releasing** all claims relating to illnesses and injuries that might be sustained, arising out of or relating to your participation in the activities at this Facility.

In consideration for utilizing the Borough of Wormleysburg (the “Borough”) Redding Park (the “Park”), located at 710 North River Street, Wormleysburg, Pennsylvania 17043, the undersigned (“Participant”) understands and represents as follows:

1. Utilizing the Borough Park is for leisure and recreational purposes only.
2. When engaging in improper or reckless conduct in the Park, such conduct can result in serious injury, including permanent disability or even death.
3. The risk of injury while utilizing the Park may result from Participant’s own actions or the action, inaction or negligence, or gross negligence of others.
4. Using the Park may result in exposure to and/or illness and infection from diseases, including, but not limited to, MRSA, influenza, and COVID-19, and these diseases, illnesses, infections, and viruses can carry the risk of serious illness or death.
5. There may be other risks connected with or arising out of the Park that are not known or not reasonably foreseeable by Participant, the Borough, or any other person at the time of this Agreement.
6. Participant understands the importance of following the instructions, rules, and regulations of the Borough or its agents, prior to, during, and after utilizing the Park.
7. Participant has full knowledge of the rules, regulations, and risks associated with the Park and is participating entirely of his or her own free will.

Assumption of Risk. Participant recognizes and acknowledges certain risks of injury or illness exist. Participant agrees to assume the full risk of any illnesses including, but not limited to, COVID-19, MRSA, and influenza, and injuries, including death, damages, or loss, regardless of severity, that Participant or its guests may sustain as a result of participating in any and all activities connected or associated with the Park.

Waiver. Participant hereby releases, waives, discharges, and covenants not to sue the Borough, its trustees, officers, agents, assigns, and employees from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by the Participant or its guests, or to any property belonging to the Participant or its guests, while participating in any activities or visiting the Park, including the negligence or gross negligence of the Borough, its trustees, officers, agents, assigns, or employees.

Indemnification. Participant further agrees to indemnify, hold harmless, and defend the Borough, its trustees, officers, agents, assigns, and employees from and against all claims from illnesses, injuries, including death, damages, and losses, arising out of, connected with, or in any way associated with its or other person’s participation and use of the Park.

Severability. If any term or provision or portion of this release is held invalid, the remainder of said term or provision and/or of this release shall not be affected thereby.

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES AND CONFIRMS THAT IT HAS READ AND UNDERSTANDS THE TERMS OF THIS WAIVER AND RELEASE AND THAT IT AGREES TO ABIDE BY THE TERMS OF THIS WAIVER AND RELEASE.

THE AUTHORIZED REPRESENTATIVE ENTERING INTO AND EXECUTING THIS WAIVER AND RELEASE FURTHER ACKNOWLEDGES AND CONFIRMS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE ENTITY TO THE TERMS OF THIS WAIVER AND RELEASE.

RENTER

BOROUGH OF
WORMLEYSBURG

Renter/Authorized Representative

Date