



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 Total Due: _____
Resident - \$50 Rental Fee/ \$50 Security Deposit
Non-Resident - \$75 Rental Fee/ \$75 Security Deposit

_____ Large Pavilion rental with locked restroom facility Total Due: _____
Resident - \$75 Rental Fee/ \$75 Security Deposit
Non-Resident - \$100 Rental Fee/ \$100 Security Deposit

_____ Senior/Community Center Total Due: _____
\$100 Rental Fee/ \$100 Security Deposit

Payment for the above rental is due at the time of booking. Your date will not be reserved until payment for the rental is received in full. The refundable 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 check but check is preferred.

BY SIGNING, I AGREE TO THE PAYMENT TERMS ABOVE

Renter

Date

Borough

Date

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 and cannot be rented simultaneously by the same party).

Pavilion(s): are available for use on Saturdays, Sundays and Holidays from 10:00am to 8:00pm prevailing time, from Memorial Day to Labor Day. Other days and dates are subject to approval by the Borough.

Senior/Community Center: – is available for use to residents of McSherrystown Borough and Conewago Township only. A Valid Driver's License must be submitted prior to be granted the use of the facilities. The center may be rented on Saturdays and Sundays from 10:00am to 8:00pm. Other days and dates are subject to approval by the Borough. Reservations can only be made three (3) months prior to the event. 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. 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: All fees are established yearly by the Borough Council Resolution. Payment for the above rental is due at the time of booking. Your date will not be reserved until payment for the rental is received in full. The refundable 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 check but check is preferred.
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 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,

