

Shoemakersville Borough Park Rental Agreement

(610) 562-8030 phone
(610) 562-4950 fax

115 E. 9th Street
Shoemakersville, PA 19555

Date: ____/____/____

Name of Organization (Lessee): _____

Person Responsible: _____ Phone: (____) _____ - _____

Address: _____

Rental Date (s): _____ Rental Time In: _____ Rental Time Out: _____

Type of Function: _____

Estimated Number of Persons Attending Event: _____

Exclusive use of Little League Field is included in this rental:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Exclusive use of the Babe Ruth Field is included in this rental:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Exclusive use of Basketball Court is included in this rental:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Exclusive use of Skate Park is included in this rental:	<input type="checkbox"/> yes	<input type="checkbox"/> no

In consideration of the mutual promises contained in this agreement and intending to be legally bound, the parties agree as follows:

Key/Security Deposit Required: \$75.00 (+\$50 for Baseball Field and/or Skate Park) – To cover any minor repair and clean-up necessary.

Rental Fee to be Paid: \$_____ (See Rental Fee Schedule on page 3 – does not include security deposit)

1. Lessee agrees to rent specific areas and buildings located within the Shoemakersville Borough Park (the “Premises”) on the date and times and for the purpose stated above. Lessee will strictly comply with the rental times and rental fees set forth in this agreement. Rental fees and the security deposit will be paid in full to make the reservation. If Lessee cancels its function or is otherwise unable to fulfill the terms of this agreement, the following will apply:
 - a. If Lessee provides thirty (30) days advance written notice of cancellation, the Borough of Shoemakersville will refund the entire rental fee and security deposit.
 - b. If Lessee provides less than thirty (30) days advance notice of cancellation, the Borough of Shoemakersville will refund the rental fee only.
2. Lessee agrees to comply with the attached “General Rules and Regulations” (Appendix “A”), and such rules and regulations are a part of this agreement as if set forth within this agreement.
3. Lessee is responsible for any set-up of chairs, tables, etc. necessary for their function, and required to return the Premises to its’ original condition with everything put in place where it was when they arrived. Lessee also agrees to return the Premises in a clean state, to be determined by the Borough of Shoemakersville, and to discard all refuse from their event in the appropriate trash receptacles. Lessee hereby acknowledges that failure to do so may result in forfeiture of the security deposit and additional charges, if the security deposit is insufficient to restore the facility to its original condition. Security deposit is only returned after borough inspection of the facilities.
4. Lessee agrees to provide the Borough of Shoemakersville with an insurance certificate, in amounts specified by the Borough of Shoemakersville, naming the Borough of Shoemakersville as an additional insured on an insurance casualty policy insuring the Lessee for any injuries or bodily harm that may be suffered by attendees of the event.

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5. Lessee is responsible for maintaining and safeguarding the Premises and will be financially accountable for any damage occurring while Lessee occupies the Premises.
6. Lessee is responsible for ensuring that any food service equipment, supplies, and beverage service used or furnished at the Premises is in full compliance with all applicable laws, ordinances, rules and regulations of the Borough of Shoemakersville, County of Berks, and Commonwealth of Pennsylvania and all other governing agencies having jurisdiction, as if these laws, rules and regulations were fully rewritten in this lease agreement.
7. All rental fees will be for the agreed upon time and date only. All functions must cease and the Premises must be vacated, all personal property brought on the premises removed, and the Premises restored to clean and original condition no later than the date specified in this agreement and no later than sundown.
8. Borough of Shoemakersville is not responsible for any injuries or loss to any person or damage of personal property brought onto any property owned by the Borough of Shoemakersville during the time of set-up or rental.
9. Borough of Shoemakersville representatives reserve the right to enter the Premises at any time during the period of the rental to determine if the rules and regulations are being observed. Borough of Shoemakersville representatives have the authority to terminate the rental at any time if the rules and regulations are not being adhered to, without reduction in rental paid or due.
10. Borough of Shoemakersville reserves the right to cancel the rental agreement/lease at any time prior to the scheduled Lessee event, should the Borough of Shoemakersville determine the facility is needed for a Borough of Shoemakersville function (i.e. special meetings, emergencies, building issues, etc.). If cancelled by the Borough of Shoemakersville a full refund will be issued for the rental amount and the security deposit, if already received.
11. Exceptions to the Rental Agreement and the Appendix A – General Rues & Regulations may be granted by the Borough of Shoemakersville, and must be submitted in writing a minimum of 30 days prior to the event.

In consideration of the foregoing rental agreement, Lessee hereby releases, acquits and forever discharges the Borough of Shoemakersville, its employees, officers, directors, trustees and members, from any and all liability including, without limitation: any and all property damage, personal injury, illness, death or anything resulting from or as a result of the rental of the Premises and Lessee hereby agrees to indemnify, defend and hold harmless the Borough of Shoemakersville, its agents, employees, officers, directors, trustees and members from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including reasonable attorney's fees which may be imposed upon or incurred by or asserted against Borough of Shoemakersville by any person or entity.

“Lessee”: _____
(Signature of “Lessee”)

By: _____
(Print Name of Organization)

“Lessor”: **BOROUGH OF SHOEMAKERSVILLE**

By: _____
(Borough Secretary – “Lessor”)

Office Use Only	
Deposit Rec'd Date	_____
Deposit Rec'd By	_____
Payment Rec'd Date	_____
Payment Rec'd By	_____
Payment Rec'd Amt	_____
Payment Info	_____

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“APPENDIX A” – General Rules & Regulations

1. Use only the space approved for use.
2. **Parking in the park or on the field is strictly prohibited. Loading and unloading of supplies and equipment is permitted, but all motor vehicles shall be parked in the adjacent parking lot.**
3. The individual representing the organization using the facilities (i.e. person signing the Rental Agreement) shall be responsible for:
 - (a) Properly disposing of all refuse/garbage in the trash receptacles provided.
 - (b) Shutting off all lights and securing the doors.
 - (c) Reporting, repairing/replacing damage or loss incurred to the Borough facility/property.
4. No alcoholic beverages may be brought onto, into, served, or consumed on Borough property.
5. Noise and sound need to be controlled at a reasonable level.
6. The entire facility is smoke-free.
7. Candles and any form of fire/flames are prohibited in the park.
8. Gambling is prohibited.
9. Public bathroom facilities are located in the park for Lessee’s use but are not for exclusive use of the lessee.
10. Lessee’s representative shall assume full responsibility for the conduct of the entire group while they are in in the Shoemakersville Borough Park. Children must be under the direct supervision of an adult at all times and behave in such a way as not to cause damage to the park.
11. User representative is responsible for return of the park key to the Borough of Shoemakersville the day after the event. A fee of \$25.00/day will be deducted from the security deposit beginning the third day after the event and continue to escalate until the key is returned. Keys not returned within 5 days after the event may result in denial of future rental privileges.
12. Rental of the park does not grant exclusive use of playground area or equipment, bathrooms, ball courts, fields or skate park. Exclusive rental of baseball fields, basketball courts and/or skate park is available for an additional rental fee and will require completion of the Borough of Shoemakersville Baseball Field Rental Agreement.
13. Use of Shoey Baseball Concession stands is prohibited.

RENTAL FEES

Pavilion, Stage & Bathrooms

Kitchen, Pavilion, Stage & Bathrooms

Number of Attendees	Borough Resident	Non-Resident	Borough Resident	Non-Resident
1-50 people	\$50	\$75	\$75	\$100
51-100 people	\$100	\$125	\$125	\$150
Over 100 people	\$125	\$150	\$150	\$175
Add-On Rentals: Baseball Field (\$50) Basketball Courts (\$25) Skate Park (\$50)				

Non-profits based in Shoemakersville whose rental directly benefits the Borough revenues will not be charges for use of the facilities.