

# PAVILION RENTAL

## FEES

### “ROTARY PARK” AT WAYNE GARDENS

\$25.00 (½ day)

\$45.00 (full day)

**THE BOROUGH OF WAYNESBORO**  
**FRANKLIN COUNTY**  
**WAYNESBORO, PENNSYLVANIA**  
**ROTARY PARK PAVILLION RENTAL**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between the Borough of Waynesboro, Waynesboro, Franklin County, Pennsylvania, hereinafter called "Borough" and:

\_\_\_\_\_ (Name of Organization or **Individual**)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Phone number), hereinafter called "Renter",

WITNESSETH, that in consideration of the covenants and agreements herein contained, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Borough hereby agrees to rent the Pavilion at Rotary Park to the Renter for the purposes and on the dates herein set forth:

\_\_\_\_\_ (Activity),

\_\_\_\_\_ (Date).

\_\_\_\_\_ (Time)

2. That the Renter shall pay to the Borough for the use of the hereinbefore described premises on the dates and for the purposes as set forth above, the sum of \$ \_\_\_\_\_ .
3. That the Renter shall keep and maintain the said Rotary Park Pavillion and the Borough property and premises connected therewith in the same condition as found, and shall be financially and otherwise responsible for all injury, damage or destruction that may occur to the said property or premises arising during, from and in connection with the said **activity**. Rotary park Pavilion rentals are "carry in carry out". Renters are responsible for removal and disposing all trash generated by the rental.
4. That the said Renter shall indemnify and save harmless the Borough from all liability and responsibility arising from injury or damage to persons or property of any nature, occasioned or caused to any person or

corporation, **business or individual**, wholly or in part by any act or acts of omission or commission of the Renter or of his employees, agents, guests or invitees, **arising out of the Renter's use of the Borough property pursuant to this rental agreement.**

5. That the Renter is thoroughly familiar with **the terms of this contract and the Rules and Regulations of the Borough Park System** and hereby agrees to abide and be governed by the same.

6. That the Renter shall designate a person or persons whom shall serve as representative for all matters contained herein and who shall be responsible for implementing the POLICY of the Borough.

7. That the said Renter shall have an official representative, to wit:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

**Who** will be present at all times and shall be the responsible individual to whom all questions are to be referred concerning the operation and maintenance of the said Borough property. (The above information must be completely filled out or the application will not be accepted.)

8. Rotary Park hours are 6:00 A.M to 10:00 P.M. **Rental of the Pavilion is limited to the hours of 8:00 A. M to Dusk unless special permission is granted .**

9. That the Renter shall pay to the Borough the cost of all **additional services as may be required.**

10. **Subletting of the Pavilion is prohibited.**

11. **All deposits are non-refundable. If the rental is canceled for any reason all fees are due and payable and non-refundable -- no rainchecks will be issued.**

12. That the Borough may nullify this Agreement by declaring a breach of the

terms if the renter violates the terms of this Agreement or the Park's Rules and Regulations and, in such event, shall retain as liquidated damages all sums paid theretofore under the terms hereof. **That the breach or failure to perform or to conform to any of the terms herein contained in this Agreement by the Renter, (the Borough being the judge of the same), renders this Agreement null and void.**

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

FEES:

Rental \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Renter)

\_\_\_\_\_  
Name (Typed or Printed)

Date \_\_\_\_\_

THE BOROUGH OF WAYNESBORO  
By:

\_\_\_\_\_  
Borough Manager

Date \_\_\_\_\_