

Paxtang Saussaman Park Pavilion
Rules and Regulations for Use
Wilhelm Road and Simpson Street

General Rules

1. No alcoholic beverages are permitted on the premises, or on any Borough property.
2. Long picnic tables are available on site. Users are responsible for setting up, tearing down, and returning tables to a neat and orderly fashion.
3. All trash, debris, and other waste must be bagged for removal from the premises.
4. No alterations are to be made to the property without prior approval of the Borough Manager.
5. No Borough property, including but not limited to, tables, chairs, fixtures, recreation equipment or cleaning materials are to be removed from the premises.
6. The pavilion is to be left clean and undamaged. The security deposit may be forfeited and additional charges may be imposed upon the Renter based on a damage assessment in the event that there is damage to the pavilion, the athletic fields, the playground, or any Borough property.
7. General hours of operation are from dawn to dusk. Exceptions to the General Hours will be taken under consideration on a case by case basis by the Property and Recreation Committee.
8. There will be no burning of trash. Renters will comply with all aspects of the Borough Burning Ordinances. All trash, garbage and recyclable materials must be placed in the receptacles provided by the Borough for this purpose.
9. Adult supervision of minors is required at all times and is the responsibility of the Renter.
10. Failure to comply with any of these guidelines may result in loss of the security deposit.
11. The athletic field, shed, kitchen, and/or tennis courts are NOT included in pavilion reservations. Renters may feel free to use the fields, provided that sanctioned athletic teams have no games or practices scheduled.

Reservations

1. Reservations are required in order to use the pavilion for any purpose. Inquiries concerning availability may be made by contacting the Borough Office at 564-4770 or e-mail at paxtangborooffice@comcast.net.
2. Reservations may be made for dates between April 15th through September 30th, excluding Memorial Day weekend.
3. Reservations must be arranged in person at the Borough Office during regular business hours. Rental terms must be reviewed and any and all security deposit and rental fees provided in advance.
4. Unless specifically noted, no rain date will be included in the reservation.
5. Unless specifically requested and approved by the Borough Office, a limit of 75 participants will be in effect.
6. Rental fees will be assessed for the entire length of time that the pavilion is reserved by a renter. Renters should consider this and allow for adequate set-up, tear-down, and cleanup time in their reservation requests. All time in which the pavilion will not be available for use by other groups must be included in the request.
7. Upon receipt of fees and a signed rental agreement, a key to the Restrooms will be provided, and must be picked up at the Borough Office by 4:00 p.m. the Thursday before the reservation and returned via the letter slot the day of the rental.
8. When a conflict exists in the scheduling of sports teams, preference will be given to the team whose sport is currently in the primary season as defined by the PIAA.
9. The Wilhelm-Paxtang Athletic Association athletic teams, Paxtang Fire Company, Paxtang Lions Club, and Paxtang Historical Society, will be given first priority to make reservations.

10. Paxtang Borough reserves the right to deny use of any and all facilities based on a prior negative history of use at Borough facilities or any similar facility.
11. Reservations are at the discretion of the Borough's needs and are subject to change at any time.

Fees

Three fees may be assessed to use the Paxtang Pavilion: A security deposit, a key deposit, and a rental fee. Applicability of each of these charges is described below.

Security Deposit

- a. A Security Deposit of one hundred dollars (\$100.00) shall be required of all new users, non-residents and groups that are not represented by residents.
- b. The Security Deposit is not required of municipal entities to which Paxtang Borough residents pay taxes to support. Examples include: Paxtang Borough public meetings, Paxtang Borough Recreation Programs, and Paxtang Elementary School activities.

Key Deposit

- a. A Key Deposit of twenty-five dollars (\$25.00) shall be required to receive an access key. The deposit will be returned if the key is returned in good condition.

Rental Fees

- a. Paxtang Borough residents, Borough employees, and Borough volunteers pay a rental charge of five dollars (\$5) per hour, or any part thereof, for personal use of the pavilion. Examples of this type of rental include private parties or private sports activities. A volunteer is defined as an individual who provides 'in kind' services to Paxtang Borough and include: Paxtang Fire Company members, Paxtang Historical Society members, and Paxtang Lions Club members.
- b. Non-residents pay a rental charge of fifteen dollars (\$15) per hour, or any part thereof, for personal use of the pavilion. Examples include private parties or sports activities.
- c. Borough non-profit, civic, and service organizations that are 'non-profit' status as defined by section 501 (c) of the Internal Revenue Service Code will have their fees waived. Such organizations are the Paxtang Fire Company, the Paxtang Lions Club, the Paxtang Historical Society, and the Wilhelm-Paxtang Athletic Association. Any other non-profit group that desires an exemption from fees must request a waiver from Borough Council and will be required to show proof of 'non-profit' status.

Miscellaneous Fees

- a. The Borough reserves the right to charge additional reasonable fees related to any specific reservation.

0

Approved 4-09

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission from the Borough of Paxtang ("Borough") for the use of the Paxtang Saussaman Park Pavilion and the surrounding grounds (the "Facilities") for the _____ ("Event") on _____ (Date), including the placement of a "slip and slide" and an inflatable "jumping cage" (collectively the "Equipment") on the grounds for the Event, I/we hereby release, waive, discharge and covenant not to sue the Borough of Paxtang, its officers, agents, servants or employees (hereinafter referred to as "Releasees") from any and all liability, claims, damages, actions and causes of action whatsoever arising out of or related to a loss, damage, or injury, including death, that may be sustained by me/us or any of the property belonging to me/us, whether caused by the negligence of the Releasees or otherwise, while conducting the Event, or while in, on or upon the premises of the Borough where the Event is being held.
2. I/we further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys' fees, that any person may incur due to the presence, condition, operation or use of the Equipment whether caused by the negligence of the Releasees or otherwise.
3. I/we am/are fully aware of the potential risks involved with the use of the Equipment and represent that I/we will adhere to the manufacturer's instructions for safe operation and use of the Equipment.
4. I/we have read and understand the Rules and Regulations governing the use of the Paxtang Saussaman Park Pavilion and surrounding grounds and I/we agree to comply with all the requirements as stated. I/we agree to assume all responsibility for any damages incurred by participants of the Event and also assume all liability for personal damages or injuries incurred as a result the presence, condition, operation or use of the Equipment or the Borough facilities and release Paxtang Borough and its officers, agents, servants or employees of any responsibility for such activities.

In signing this Waiver Of Liability And Release, I/We acknowledge and represent that I/we have read the foregoing Waiver of Liability, Release and Hold Harmless Agreement, understand it and sign it voluntarily as my/our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I/we are at least eighteen (18) years of age and fully competent; and I/we execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Signed this _____ day of _____, 20__.

SPONSOR

Printed Name

Signature