

**UPPER MOUNT BETHEL TOWNSHIP
PARKS AND RECREATION BOARD**
Facility Rental Application and Agreement
570-897-6127

WHEREAS, the Township of Upper Mount Bethel (hereinafter "the "Township"), is a Township of the Second Class, organized under the laws of Pennsylvania and with offices located at 387 Ye Olde Highway, Mt. Bethel, Northampton County, Pennsylvania; and,

WHEREAS, the Township owns and/or operates several facilities (hereinafter "Facilities") that are available to the public for park, open space, recreation and related community activities; and,

WHEREAS, this Application/Agreement will provide you with the information needed to determine which facility you wish to rent and utilize as well as the terms, conditions and requirements for such rental; and,

WHEREAS, the Township has the sole and exclusive right to contract for use of any Facilities and in its sole and absolute discretion; and,

WHEREAS, individuals or entities entering a rental agreement with the Township for use of Facilities (the "Renter") shall ensure that all Renter's agents, servants, contractors, employees, guests, business visitors, invitees, participants, officers, directors, shareholders, heirs, executors, administrators, representatives, successors and assigns of the individual or entity shall also comply with the terms, conditions and requirements recited herein.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and to be hereinafter kept and for other good, mutual, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. RECITALS

All of the above recitals are incorporated herein by this reference.

2. CONSTRUCTION OF TERM "RENTER"

The terms, conditions and requirements herein are accepted, agreed to and to be followed by the Renter; and, any reference to "Renter" in the singular shall be understood to also apply to inter alia the Renter's agents, servants, contractors, employees, guests, business visitors, invitees, participants, officers, directors, shareholders, heirs, executors, administrators, representatives, successors and assigns (and this list is merely illustrative and not exhaustive).

3. USAGE

The Facilities are provided for general usage. The Township reserves the right to have final approval (in its sole and absolute discretion) on all activities or events scheduled or to be held at the Facilities. The Township reserves the right to designate days and hours that the Facilities

are available for use and to remove any person or group failing to comply with the terms, conditions or requirements of this Agreement. The Township reserves the right to require security be provided at the Renter's expense.

4. **CONDITIONS FOR USE**

As an express condition of use, the Renter shall be responsible for designating a responsible adult person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure for ALL of the following:

- Supervision of all activities Renter.
- Before leaving the Facilities, ensure that all individuals and entities leave the Facilities after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter may assign.
- Rules and regulations for the Facilities are enforced as to the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are to be removed from the premises immediately.
- The Renter shall engage qualified personnel to examine and inspect the Facilities and the premises (and adjacent areas thereto) to be utilized for any defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify (as per Number Twelve [12] hereof) the Township and the Township Parks and Recreation Board, verbally and in writing, of any defect, dangerous or hazardous condition or circumstances.
- No business shall be engaged in at the Facilities or performed in conjunction with Renter's use that is a violation of an existing State, Federal Law or municipal ordinance nor shall any use be conducted in such a manner as to constitute a nuisance.
- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the Township.
- The Renter shall not permit, suffer, or allow any activities to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Not permit any construction or alteration of any buildings or Facilities which has not been expressly approved in writing by the Township.
- The Township is provided a written list of all officers, directors and/or Board members of Renter if Renter is an entity.

5. **CONCESSIONS**

The Township reserves the right to sell concessions at all functions. If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may also sell concessions.

6. ALCOHOL

- No transportation, possession, consumption or sales of alcoholic beverages are permitted on, in or at the Facilities or the surrounding premises without explicit permission of the Township Board of Supervisors.
- Alcohol consumption is only permitted within the context of a meal and only with the written permission of the Township Board of Supervisors.
- Renter shall ensure compliance with state law for the consumption of alcohol.
- Minors shall not be permitted, under any circumstances to consume alcohol at the Facilities or anywhere on Township premises.
- Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Pennsylvania Liquor Control Board.
- The Township may from time-to-time adopt ordinances further regulating alcohol consumption on Township premises with which Renter agrees to comply along with all state regulations relating to alcohol distribution and consumption on the portion of the Facilities rented.
- Renter shall be held accountable for any act resulting from the consumption of alcohol within any portion of the Facilities rented or the surrounding premises.
- The Township reserves the right to require additional security for any function serving alcohol and at the renter's sole cost and expense.

7. CLOSURE

- The Township reserves the right to close all or any portion of Facilities (or the surrounding premises) prior to or during any event and with or without notice to the Renter. The Township may inspect the rented Facilities prior to and during any event. The Township is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter.
- The Renter agrees to close any or all the rented Facilities and notify the Township immediately for the following reasons:

-An environment that would create dangerous condition if the Facilities were used.

-Glass or other debris that could create a dangerous condition to users.

-The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.

-Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.

-Damage more than minor damage (minor damage being damage which is less than \$25.00 in cost to repair) must be reported immediately to the Township and all activities which may further damage the property must be ceased.

- It is the responsibility of Renter to inform any interested individuals or entities of any closure decisions.

8. **CANCELLATION BY TOWNSHIP**

The Township may cancel this agreement and/or use of the Facilities at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The Township shall not be responsible for any losses to the Renter because of the Township terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter may result in a forfeiture of deposit as detailed above.

9. **TOWNSHIP'S RIGHTS AND DUTIES**

The Township agrees that, for the sole consideration expressed herein, Renter shall have use of the Facilities. The Township shall not charge any additional rental or admission fees to Renter except fees and costs as provided in the Rental Agreement. The Township reserves the right to refuse to allow any Renter to conduct any activities at the Facilities if the Township determines that the Renter has not followed the rules and regulations of Facilities or the conduct of the Renter is illegal or otherwise inappropriate for the proper decorum of the Facilities.

10. **FEES AND COSTS OF USAGE**

- The Township shall have the right to review the costs of operating any Facilities (including inter alia electricity, water, sewer, garbage, and maintenance costs) and may adjust rental fees and costs as approved by the Board of Supervisors. The Township Parks & Recreation Board shall use best efforts to recommend to the Township Board of Supervisors any increases in fees during the annual budget review for cost increases directly attributable to the operation and maintenance of the Facilities
- The Township shall be reimbursed costs of damages to the Facilities associated with Renter's use of the Facilities. However, the Renter shall not be responsible for more than the actual costs of repairing any Facilities; and, the Renter shall not be responsible for ordinary wear and tear; and, the Renter may object to any charges for damages. The Township Manager shall have the right to decide any appeal from a Township decision to charge Renter for damages and/or repair costs to the Facilities provided the Renter files a written request within 10 days of the initial decision. If the Renter does not agree with the Township Manager's decision, the Renter may request a hearing before the Township Board of Supervisors pursuant to the PA Local Agency Law, 2 P.C.S Section 551 et seq.
- The Township reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the Township for costs of repairs, damages or any portion of a rental fee.

11. **INSURANCE**

- The Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Parks & Recreation Board (with the approval of the Township Board of Supervisors) as a condition of a Rental Agreement.

Failure to provide adequate insurance may be a cause of the Township to reject an application for rental.

- Any function which is used for fund raising, charges an admission fee, is advertised as a public function and/or would attract a crowd of interested observers will be required to furnish a liability insurance policy. Sports activities requiring membership to participate will also be required to furnish a liability insurance policy.
- Any certificate of liability insurance shall name the Township as an additional insured and be provided ten (10) days in advance of a scheduled event.

12. NOTICES

Any notice required due to a defect, hazardous or dangerous condition shall be immediately provided to the Township Manager and the Township Parks & Recreation Board designee. Renter shall provide the Township with a written itemization of any damage resulting from Renter's use within twenty four (24) hours of the damage. Notice shall be mailed or hand delivered within said 24 hours to the Township Offices.

13. IMMUNITY

THE TOWNSHIP'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR USE OF THE FACILITY AS WELL AS OTHER GOVERNMENTAL IMMUNITY shall apply herein. The Renter waives any further notice and shall (as it deems appropriate) to notify and shall share the information concerning the Township's immunity from suit and/or damages. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE TOWNSHIP TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE TOWNSHIP'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to accept the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are always in safe condition.

14. RELEASE and INDEMNITY

- Renter agrees, to the fullest extent permitted by law, to release, indemnify and hold harmless the Township and its inter alia supervisors, boards, committees and commissions (including the individual members thereof), their elected and appointed officers and officials and their employees, contractors, other professional consultants, engineers, solicitors, managers, representatives, advisors, predecessors, successors, agents, independent contractors, insurers and assigns (and this list is merely illustrative and not exhaustive and collectively the "Township Representatives", any and all claims, counterclaims, cross-claims, lawsuits, proceedings, actions, disputes, causes and rights of action, debts, controversies, judgments, expenses, assessments, awards, attachments, executions, liens, losses, allegations, demand, penalties, charges, injuries, losses, costs (including, without limitation, attorneys' fees and other costs and expenses incurred including expert witness fees), damages (including, without limitation, compensatory, consequential, incidental or punitive damages), sanctions, and liabilities of every kind, character and manner whatsoever, in law or in equity,

civil or criminal administrative or judicial, contract, tort (including, without limitation, negligence of any kind) or otherwise (collectively "Claims") for damages or injuries, including death, to person or properties pertaining to, relating to, resulting from, caused by or arising out of arising from or based upon intentional or negligent acts or omissions on the part of Renter may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify Township Representatives against all mechanic's and materialmen's liens, or any other types of liens imposed upon the Facilities arising because of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the claims, injury or harm alleged, whether for personal injury or death to persons or damage to property and whether such claims are alleged as common law, statutory or constitutional claims or otherwise. This release and indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter or to anyone directly or indirectly employed by the Renter. Also, the Renter hereby acknowledges the inherent risks associated with the use of the Facilities and he/she/it knowingly, voluntarily and freely assumes said risks and without any coercion, duress or undue influence.

- The release, indemnification and other obligations contained herein shall apply to all Claims, regardless of the appearance or determination, at any time or times, by any party, any court, or any other person or entity, of the merit of such Claims, even if such Claims are ultimately and finally determined to be frivolous, fraudulent or without any connection to any of the foregoing matters or parties. The intent of the parties is, and the parties hereby understand, consent and agree, that this paragraph shall be interpreted broadly for the benefit and protection for the Township and the Township Representatives.
- The Renter further expressly understands and agrees the foregoing release, indemnity and waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

15. PENNSYLVANIA LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and shall be performable in Upper Mount Bethel Township, Northampton County, Pennsylvania. Venue shall lie exclusively in Upper Mount Bethel County, Pennsylvania.

16. RESERVATION POLICIES

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The Township reserves the right to establish annually renewed reservations for major events.
- Deposits and rentals must be paid separately.
- You must be at least 18 years of age to rent any Facility.

- The Township cash, money orders, cashier's check, or credit card as form of payment.
- Rentals must be paid for no later than thirty (30) days prior to the start time of the event.
- Reservations of Facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at Facilities. The Township reserves the right (in its sole and absolute discretion) to refuse any request for reservation of all or any portion of Facilities or the surrounding premises.
- The Township reserves the right (in its sole and absolute discretion) to cancel any event in which untrue, false or misleading information was provided to the Township and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the Facilities or any Township facility.

16. **GENERAL RULES FOR RENTERS**

- Clean up is performed by the Renter the day/night of the event.
- Music must be turned off by 10:00 pm.
- All personal property must be removed at the time of clean-up.
- Non-profits (including 501 (c)(3) corporations), governmental entities and volunteer groups must provide to the Township documentation of non-profit status.
- Damage to the Facilities or the surrounding premises due to setup by the Renter may result in forfeiture of the deposit.
- Renter is responsible for general cleanup of the Facility (placement of all left-over food, garbage, rubbish and waste and unrecoverable decorations into trash bags and placed in the outside collection bins).
- Decorations must be hung within the rented time and removed upon the end of the event. DO NOT attach anything to the acoustical panels or railings.
- Renter is responsible for kitchen clean up. (DO NOT SCOUR GRILL.)
- The Township is not responsible for items left in the Facilities.
- Renter is responsible for all behavior at the Facilities and the surrounding premises.
- No charcoal or gas grills are to be placed within the Park Pavilion. Fixed charcoal grills are provided for use by the public. Charcoal is not provided.
- Candles or open flames are not allowed unless approved (in writing) by the Fire Marshal.

17. **SECURITY DEPOSIT POLICIES**

In addition to the rental fees, all Renters will be charged a separate security deposit for each rental. The deposit covers damage and clean-up of the facility. Automatic forfeiture of the deposit will occur under the following conditions:

- Building is left unsecured (unlocked).
- Key(s) is/are not returned to the appointed Township designee.

- Smoking in the building.
- Use of fog/smoke machines.
- Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.
- Alcohol being present in the building (unless otherwise allowed as noted above).
- Setting off false fire alarms (which is illegal and criminal charges may be filed).
- Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors or creates a nuisance).
- Damage to the Facility itself-or the surrounding property, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs and other decorations.
- Excess rubbish or trash left at the Facility, in any building or on the property.
- Failure to clean up the Facility by the designated time.
- Police officers (or other local law enforcement) are called to the Facilities due to the behavior of the Renter.

18. **DEPOSIT REFUNDS**

- Long term cancellation: Cancellation prior to twenty (20) days from date of event shall be refunded at fifty (50%) percent.
- Short term cancellation: Cancellation within fifteen (15) days of the event is non-refundable.
- Unless made within one (1) week of the original reservation date, changes to reservations will be treated as a cancellation.

19. **ACCEPTANCE**

The Township reserves the right to amend the rules and regulations at any time with or without notice and in its absolute and sole discretion. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use.

20. **NON-DISCRIMINATION**

The Township of Upper Mount Bethel does not discriminate based on race, religion, age, sex, national origin or other protected classification (such as gender or disability). However, no part of any the Facilities or the surrounding premises may be used for discriminatory, immoral, or illegal purposes.

21. **SPECIAL CONDITIONS:**

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

- The Renter must be a minimum of 18 years of age; and, twenty one (21) years of age if alcohol is being served. The Township reserves the right to require proof of age by photo identification.
- The Renter will be held accountable to the Township Board of Supervisors for

compliance with the outlined regulations and any other considerations that may be applicable.

- Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be also held as the liable party, whether jointly or severally, with the Renter.
- The Township is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities.
- The Renter entering into the agreement for use of the Facilities is responsible for all accident, injury or damage occurring at the Facility the surrounding premises or in route to and/or from the Facilities that are result from the consumption of drugs or alcohol at the Facilities or elsewhere.
- Teenage activities must have adult(s) present inside any building, outside buildings and the premises and monitoring parking lot area.

22. MISCELLANEOUS PROVISIONS

- Except as provided herein, it is expressly understood and agreed that nothing contained herein shall be construed to waive, affect or alter any requirements of the Uniform Construction Code, Property Maintenance Code, Building Code, Zoning, Land Development and Subdivision Ordinances or other applicable ordinances of the Township, Commonwealth or PA DEP regulations and nothing contained herein empowers any Township officer or employee to waive any requirements of such ordinances.
- It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- This Agreement is a contract that either party may enforce. The failure of either party, at any time, to require performance by the other of any provision of this agreement shall not affect the right of that party to enforce the same at a subsequent time. The waiver, by either party, of any breach of any provision of this Agreement shall also not be a waiver of any succeeding breach of such provision or a waiver of the provision itself. Unless stated otherwise, all rights and remedies contained in this Agreement are cumulative and are in addition to any other rights or remedies at law or in equity.
- This Agreement may not be changed, amended or modified by the parties hereto unless the parties mutually agree to same and such change, amendment or modification is reduced to a writing and signed with the same formalities as the instant agreement.
- This Agreement constitutes the entire agreement between the Township and the Renter. It supersedes all prior or contemporaneous communications,

representations, or agreements, whether oral or written, with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed.

- The Township may fully utilize the legal authority set forth herein and the powers it possesses through enabling statutes to affect the purposes of this Agreement, including the issuance of citations, initiating civil enforcement proceedings and/or filing actions at law or in equity whether for injunction or damages or both.
- This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
- The parties hereto acknowledge that this Agreement contains the implied covenants of good faith and fair dealings in the performance under this contract. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- The parties hereto shall execute and deliver all document(s), provide all information and take or forbear from all such action(s) as may be necessary or appropriate to achieve the purposes of this Agreement.
- Notices (if any are to be given) shall be sent to the parties at the addresses listed below either by personal, hand delivery or by certified mail, return receipt requested at the addresses provide above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESSETH:

_____(SEAL)
(type name) _____, Renter

ATTEST:

UPPER MOUNT BETHEL TOWNSHIP

(type name) _____, Secretary
Chairperson of the Township Board of
Supervisors
-Township Seal -

By _____(SEAL)
(type name) _____