

RED LION BOROUGH

Nitchkey Field and Bower's Pavilion Usage Agreement

FACILITY RENTAL AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 20, by and between **Red Lion Borough**, a political subdivision with offices at **438 E. Lancaster Street, Red Lion, Pennsylvania 17356** (hereinafter referred to as the "Borough"), and _____ (hereinafter referred to as the "Lessee").

The Borough hereby agrees to lease to the Lessee, and the Lessee agrees to lease from the Borough, the following facilities under the terms and conditions set forth below:

Facility Information

- **Facility:** Nitchkey Field & Bower's Pavilion 316 West Ave, Red Lion, PA 17356

Rental Fees & Payment

Nitchkey Field rental info:

Rental Fee: \$25 per hour for non-Red Lion Recreation programs

Time Length of Rental: _____

Total Cost: _____

Bowers Pavilion Batting Cages Rental Info:

Rental Fee:

- \$25 per hour for **one cage**
- \$20 per hour for **multiple cages**

Time Length of Rental: _____

Start time: _____ **EndTime:** _____

Number of Cages Reserved: _____

Total Cost: _____

- **Date(s) Reserved:** _____

Alterations to contract: Any additions, alterations, and/or amendments to this contract are attached and incorporated in this contract.

Any additions, alterations, and/or amendments to this contract shall be in writing and signed and dated by both parties.

Billing & Payment Terms

- Lessee will be billed at the **end of the month** via invoice or payment portal.
- **Property Inspection:**
 - Red Lion Borough will **inspect the facility after each event**.
 - If damage is found, the Lessee will be held responsible for **all repair costs**.
 - Any damage fees will be added to the final bill.
- **Cancellation & Security Deposit:**
 - If damage occurs, the **security deposit will not be refunded**.
 - The Borough reserves the right to **cancel reservations** due to non-compliance with the terms of this agreement.
- **Failure to Pay:**
 - Non-payment of fees constitutes a **breach of agreement**.
 - The Borough reserves the right to pursue **legal action** for unpaid balances.

Red Lion Borough Facility Rules & Regulations

General Rental Rules

- Renters must be **18+ years old** and show proof of age if requested.
- No discrimination based on race, color, religion, sex, national origin, or disability.
- **Alcohol is strictly prohibited.**
- **No smoking or vaping** inside or on the property.
- Renters must follow all **Borough Rules & Regulations** and any lawful orders issued by Borough officials.

Facility Use & Cleanup

- **Leave the facility as found:**
 - Clean all areas used.
 - Dispose of trash in outdoor receptacles and replace garbage bags..
 - Ensure all **doors are locked** and **lights are off** before leaving.
- **Decorations:**
 - No hanging from ceilings or using tacks.
 - Only removable poster tape is allowed and must be removed after the event.

Fire Safety & Fees

- **Smoke machines are prohibited.**
- False fire alarms caused by rental activities will result in a **\$300 fine**.
- Any violations requiring Borough labor will be billed at **\$60/hour per employee**.

Bowers Pavilion & Batting Cages

- **Lighting & Heating:**
 - Lights are located immediately upon entry.
 - Heating switch is in the far-left corner under the silver box.
- **Equipment & Cleanup:**
 - Turn off all lights and equipment before leaving.
 - Return all equipment to its proper place.
- **Ball Restrictions:**
 - Only **dimpled balls** are allowed in the pitching machine.
 - **No hardballs permitted.**
- **Restrooms:**
 - Available outside in warm months.
 - Portable restrooms may be provided in colder months.

Security, Liability & Conduct

- The facility is **under 24/7 surveillance**.
- Misuse, vandalism, or property damage may result in **finest and a permanent ban**.
- **Renter assumes full responsibility** for any damage, injury, or property loss during their rental.
- Red Lion Borough **is not responsible** for lost, stolen, or damaged items.
- The Borough may require the renter to provide **liability insurance** or security personnel based on event type.

Cancellations & Violations

- The Borough **reserves the right to cancel** rentals for:
 - Rule violations.
 - False or misleading statements in the rental application.
 - Non-payment of required fees.
- **If the renter cancels:**
 - Please notify Red Lion Recreation of cancellation within **24 hr of the event**, or the full rental fee will be due (unless due to a declared state of emergency).

By signing this agreement, the Lessee acknowledges and agrees to all terms and conditions set forth herein. Failure to comply may result in penalties, fines, or loss of rental privileges.

Lessee Signature: _____ **Date:** _____

Recreation Director : _____ **Date:** _____

Total Cost: _____

Date Paid : _____

Payment form: _____