



**RED LION BOROUGH
Pavilion Usage Agreement**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between RED LION BOROUGH, a political subdivision with offices at 11 E. Broadway, Red Lion, Pennsylvania 17356 (the "Borough") and _____ (the "Lessee").

Borough hereby leases to Lessee and Lessee hereby leases from Borough on the terms and conditions herein set forth the facilities hereinafter described for the purpose and period specified below:

Facility: Fairmount Park Pavilion (beside splash pad)

Date of Use: _____

Hours of Use:

- 10:00 am - 2:00 pm
 3:00 pm-7:00 pm

Use Purpose: _____

Price Structure (select one):

Amount Due: _____

- \$25.00** Monday thru Thursday
 \$50.00 Friday thru Sunday (Borough Resident)
 \$75.00 Friday thru Sunday (non-resident)

Prices are based on a 4 hour time period. If selecting full day rental, multiple above fee by 2(two).

Lessee Details:

First Name: _____ Last Name: _____

Phone: _____

Email: _____

Address: _____

TERMS AND CONDITIONS

1. **RULES AND REGULATIONS**. The Splash Pad is not required to be operational for use of the pavilion. Splash Pad may be down for operational issues, dangerous weather, or other circumstances. The Lessee shall use and occupy the Facilities only in accordance with the Rules and Regulations of the Borough from time adopted and in effect. Lessee acknowledges the receipt of a copy of the Rules and Regulations prior to or upon the signing of this Agreement and agrees that said Rules and Regulations are incorporated herein by reference.
2. **DAMAGE TO FACILITIES**. Lessee agrees to assume responsibility and liability for any and all damages and loss to the Facilities occurring during Lessee's period of use and occupancy whether or not caused by Lessee, Lessee's agents, employees or invitees. In the event of damage or loss to the Facilities, Lessee agrees to repair, replace or restore any damaged or missing property. The Borough reserves the sole right to determine the need for any repairs, replacement or restoration and the cost of the same. The Borough's decision both as to necessity and cost shall be final.
3. **LIABILITY TO THIRD PARTIES**. Lessee agrees to assume responsibility and liability for personal injury or property damage sustained by person or persons in or upon the Facilities during Lessee's period of use and occupancy. Borough reserves the right, in its sole discretion, to require Lessee to provide public liability insurance during Lessee's period of use and occupancy naming Borough as an additional insured and with limits of at least \$500,000 for personal injury and \$50,000 for property damage.
4. **INDEMNIFICATION**. Lessee agrees to hold Borough harmless and indemnify it from and against any and all claims, demands, actions, costs and expenses (including reasonable attorney's fees) arising from or as a result of Lessee's use and occupancy of the Facilities.
5. **LAWFUL ORDER**. Lessee, for Lessee, Lessee's agents, employees and invitees, agrees to abide by and perform any lawful order issued to Lessee during any period of use and occupancy by an officer of the Borough. The Borough's officers authorized to issue a lawful order are: the Mayor, the Manager and any police officer of the Borough.
6. **CANCELLATION**. Borough reserves the right to cancel and terminate this Agreement at any time for cause shown occurring during or prior to any use or occupancy by Lessee. Cause for cancellation shall include, but not be limited to: (a) Lessee's failure or refusal to abide by the terms and conditions of this Agreement or the Rules and Regulations incorporated herein; (b) the making of false or misleading statements concerning Lessee's use of the Facilities; (c) Lessee's failure or refusal to pay on request any amount due Borough pursuant to this Agreement. In the event that Lessee shall cancel this Agreement for any reason prior to the use date, Lessee's deposit shall be forfeited. If such cancellation is within fourteen (14) days of the use date for any reason other than a state of emergency having been declared by the Governor of Pennsylvania or the Mayor of Red Lion Borough, Lessee shall in addition remain liable for and shall pay to Borough the full rental price specified above.
7. **SUPERVISION**. Lessee or Lessee's duly designated agent or employee shall be present in or upon the Facilities during any period of Lessee's use or occupancy and such person shall have responsibility for supervising any and all other persons in or upon the Facilities for compliance with this Agreement and the Rules and Regulations incorporated herein. Depending upon the type and or nature of the rental activity the borough may require the individual renting the hall to provide security that will satisfy the borough at the renters expense. Should the renter fail to agree to provide security, the contract shall be voided and 1/2 of deposit returned.
8. **ASSIGNMENT**. This Agreement may not be assigned by the Lessee.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Lessee Signature

Borough Representative Signature

Borough Use Only:

Amount Paid: _____

Date Paid: _____

Payment Type: _____

Transaction #: _____