

## BOROUGH OF WEST READING CODE ENFORCEMENT DEPARTMENT

500 Chestnut Street, West Reading PA 19611 (610) 374-8273 ext. 238 Fax: (610) 374-8419 E-mail: wrcodes@westreadingborough.org

## **GARAGE/YARD SALE PERMIT APPLICATION**

1.	NAME	
2.	ADDRESS	
3.	TELEPHONE NUMBER	
4.	EMAIL ADDRESS	
5.	DATE OF GARAGE/YARD SALE	
6.	TIME OF GARAGE/YARD SALE	
7.	RAIN DATE OF GARAGE/YARD SALE	
A garage/yard sale permit is required if you wish to have a garage/yard sale at your home. The first sale is free; the second one is \$5.00. You are only allowed 2 garage/yard sales per calendar year. This does not include any advertised West Reading Borough-wide sales. Signs for your yard/garage sale may only be posted on your property. It is a violation of Borough Ordinance to post signs anywhere else in the Borough of West Reading.  PLEASE COMPLETE WAIVER, RELEASE, AND INDEMNFICIATION		
AGREEMENT ON REVERSE SIDE		
OFFICIAL USE ONLY		
PERMIT NUMBE	R NUMBER OF YARD SALES THIS YEAR	
APPROVAL DAT	FEE COLLECTED	

## Waiver, Release and Indemnification Agreement

I hereby certify that I legally own the property located at the address listed on the reverse Garage/Yard Sale Permit Application ("Property"), that I am authorized to make the reverse Garage/Yard Sale Permit Application ("Application"), that the proposed garage/yard sale as detailed on the Application ("Garage/Yard Sale") is authorized at the Property and that I agree to conform to all applicable laws, ordinances, rules and regulations relating in any way to the Garage/Yard Sale. I and on behalf of my heirs, executors, administrators, successors and assigns, to the fullest extent permitted by law, hereby expressly waive and release, and agree to defend, indemnify, release and hold harmless the Borough of West Reading ("Borough") and the other Releasees as set forth in this Waiver, Release and Indemnification Agreement ("Agreement"). I represent and warrant to the Borough that I am authorized to act and execute this Agreement. I hereby certify that I have read the Commonwealth of Pennsylvania Department of Health and the Centers for Disease Control and Prevention guidelines and recommendations on operations, procedures, and social practices to help prevent the spread of COVID-19 and agree to comply with said guidelines and recommendations with respect to the Garage/Yard Sale at the Property.

In consideration of the issuance by the Borough of the temporary permit to have the Garage/Yard Sale which is the subject of the Application, I and on behalf of my heirs, executors, administrators, successors and assigns, to the fullest extent permitted by law, hereby: (1) expressly waive and release any and all claims, losses, actions, suits, proceedings, costs, expenses, fees, damages and liabilities of any kind or nature whatsoever against the Borough and its supervisors, officers, representatives, agents, volunteers, attorneys, insurers, and their respective heirs, representatives, successors and assigns (collectively, "Releasees") that may arise from or is in any way related to the Garage/Yard Sale, including but not limited to injuries, illnesses, disabilities and deaths caused by COVID-19; and (2) agree to defend, indemnify, release, and hold harmless Releasees from and against any and all claims, losses, actions, suits, proceedings, costs, expenses, fees, damages and liabilities of any kind or nature whatsoever, including but not limited to reasonable attorney fees and costs, and any and all other costs and expenses incurred by the Borough in enforcing any right to indemnification pursuant to this Agreement, and the cost of pursuing any and all insurance providers, incurred by and/or awarded against the Releasees in a final non-appealable judgment, that may arise from or is in any way related to the Garage/Yard Sale, including but not limited to injuries, illnesses, disabilities and deaths caused by COVID-19. If any term or provision of this Agreement shall be rendered or declared invalid by any court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts of this Agreement shall remain in full force and effect.

Date:	By:
	Name: