

## WEST READING BOROUGH PAVILION/FIELD NON-RESIDENT AGREEMENT

Name of Person Renting Facility: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Email: \_\_\_\_\_

Time of Event: \_\_\_\_\_ Time of Requested Access to Facility: \_\_\_\_\_

This Agreement between the Borough of West Reading, Berks County, Pennsylvania (hereinafter referred to as "Borough") \_\_\_\_\_ a non-resident, 21-years of age or older residing at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Applicant").

Whereas, the Borough had built the West Reading Pavilion, located on the tract of ground known as 505 Sycamore Road in the Borough of West Reading, Berks County, Pennsylvania.

Whereas the Applicant desires to utilize the Pavilion for the purpose of \_\_\_\_\_ during the time which has been posted on the official Pavilion calendar.

Now, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the Borough and Applicant agrees as follows:

1. The Borough has provided the following list of portable equipment for the Applicants use:  
3 bathrooms stocked with supplies                      3 open waste receptacles  
5 picnic tables    1 grill  
1 fire extinguisher    cleaning supplies  
Sink/counter tops    8 tables/40 chairs  
refrigerator    microwave
2. The Applicant assumes full responsibility for the payment of any damages sustained to any of the equipment listed in item 1 of this Agreement and/or to any part of the pavilion, kitchen, or field area. The authorized individual who signed the application for use of the facility must be present during the entire event. The Applicant understands that they will forfeit the \$100 security deposit and will pay any additional charges for damages. Said payment shall be rendered to the Borough of West Reading Recreation Department within thirty (30) days after the date of damage.  
\_\_\_\_\_ (initials)
3. The Applicant agrees that this Agreement entitles them to use of the pavilion, lavatory facilities, kitchen, and field only. Trespassing onto adjacent areas to the pavilion is not allowed except for the lawn area directly in front of the pavilion as approved by the Borough of West Reading.  
\_\_\_\_\_ (initials)
4. The Applicant agrees to thoroughly clean the pavilion, kitchen/grill, and lavatory areas after their use and prior to vacating the vicinity. If the Applicant neglects to return the facilities to the proper condition prior to vacating the area they will forfeit their \$100 deposit. \_\_\_\_\_  
(initials)
5. The Applicant agrees that the \$100 deposit will be returned to them once the pavilion has been inspected and the key has been returned to Borough Hall. The deposit may be picked up at Borough Hall on the Wednesday following the event. \_\_\_\_\_ (initials)

6. The Applicant acknowledges that the use of alcoholic beverages, illegal substances, smoking or open fires are prohibited. The use of bounce house or similar apparatus requires a certificate of insurance listing the Borough of West Reading as certificate holder prior to the time of the event. \_\_\_\_\_ (initials)
7. Grill waste must be placed in the metal can that is provided. \_\_\_\_\_ (initials)
8. The maximum occupancy of the pavilion is 40 people. \_\_\_\_\_ (initials)
9. All trash must be placed in the dumpster located by the red barn along the trail or taken with you. Do not leave trash lying on the ground to attract rodents. \_\_\_\_\_ (initials)
10. Access to set-up and decorate is guaranteed two-hours prior to the event. Additional time may be granted with approval from West Reading Borough Staff or the Parks and Recreation Director. Events must be concluded by dusk. \_\_\_\_\_ (initials)
11. Refunds are granted to Applicants who request cancellation a minimum of 48-hours prior to the anticipated use of the facility. \_\_\_\_\_ (initials)
12. Whenever any conduct or acts of individuals in attendance is determined to be in violation of the rules governing use of this facility or in violation of any statutes, ordinances or regulations of the Commonwealth of Pennsylvania or the Borough of West Reading, the privilege to use the facility will be terminated immediately and persons expelled from the facility. In addition to expulsion, the West Reading Police Department may arrest, detain, or issue citations to any individual found to be in violation. \_\_\_\_\_ (initials)
13. Terms and conditions of the Borough of West Reading provided Hold Harmless Agreement must be acknowledged and signed by the Applicant. \_\_\_\_\_ (initials)
14. In case of emergency regarding use of the facility, please contact West Reading Borough Hall at 610-374-8273 during normal business hours (Monday – Friday 8AM-5PM), after hours please call the non-emergency West Reading Police Department at 610-373-0111. \_\_\_\_\_ (initials)
15. Final payment, if any, and the key deposit for the rental facility must be picked up no later than 5:00 PM on the business day before your event. If Borough Staff are called in after hours to issue a key, an additional fee could be applied. \_\_\_\_\_ (initials)
16. Reservations are considered on a first come-first serve basis and are not guaranteed until all fees are paid, and application is executed. \_\_\_\_\_ (initials)
17. The Applicant agrees to not use the facility to sell, promote, distribute or solicit a product or service for any reason without prior authorization from Borough Council (See Section 303-3 G. & H.) \_\_\_\_\_ (initials)
18. The Applicant agrees to not use the facility to hold any public meeting, rally, or engage in any marching or political forum without prior authorization from Borough Council. (See Section 303-3 R.) \_\_\_\_\_ (initials)

NON-RESIDENT \_\_\_\_\_

\_\_\_\_\_ **\$375 Pavilion/Kitchen Fee**      \_\_\_\_\_ **\$425 Pavilion & Field Fee**      **\$225 Field Fee**  
(Select an option above; 50% due at booking; remainder due when key is picked up)

Date: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Cash \_\_\_\_\_ Charge \_\_\_\_\_ Check \_\_\_\_\_

Date: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Cash \_\_\_\_\_ Charge \_\_\_\_\_ Check \_\_\_\_\_

**\$100 Cash Facility Deposit** (due when obtaining the key on the last business day prior to event)

*By signing below, the Applicant agrees to the West Reading Pavilion/Field policies which have been outlined and initialed above.*

**Borough of West Reading**

**Non-Resident**

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Applicant Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

**Pavilion/Field Hold Harmless Agreement**

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that the undersigned, its heirs, executors, administrators and assigns, do hereby agree to indemnify and hold harmless and defend the Borough of West Reading, hereinafter referred to as "Borough", their agents, employees, officers, supervisors and directors from any and all liability whatsoever, including attorney fees by reason of any injury to persons, including death at any time resulting therefrom, or property arising out of the use of the Pavilion/Field located at 505 Sycamore Road, West Reading, Berks County, Pennsylvania, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Borough, their agents, employees, officers, supervisors and directors. It is further understood and agreed that the undersigned shall, at the option of the Borough, defend the Borough, their agents, employees, officers, supervisors and directors with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

Name of Group (if applicable): \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Date of Reservation: \_\_\_\_\_

Hours of Expected Use: \_\_\_\_\_

*By signing below, the applicant hereby acknowledges the hold harmless agreement and agrees to the terms therein (valid photo identification is required).*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number