

**BOROUGH OF WYOMISSING
RECREATIONAL FACILITIES RENTAL AGREEMENT
WYOMISSING HILLS PAVILION
NONREFUNDABLE RENTAL FEE OF \$250 + \$100 REFUNDABLE DEPOSIT TO ACCOMPANY
APPLICATION**

1. I hereby further remise, release and forever discharge the Borough of Wyomissing, its directors, officers, employees, agents and their respective heirs, personal representatives and assigns, of and from any and all claims, losses, injuries, damages, demands, judgment, penalties and the like, including but not limited to, attorneys' fees and expenses incurred by the Borough in connection therewith, arising out of my use and occupancy of the Facilities.

2. I hereby further agree to indemnify and hold harmless the Borough of Wyomissing, and its directors, officers, employees, agents and their respective personal representatives, heirs, successors and assigns, of and from any and all claims, losses, injuries, damages, demands, judgment, penalties and the like, including but not limited to, attorneys' fees and expenses incurred by the Borough in connection therewith, arising out of my use and occupancy of the Facilities.

3. I agree to pay a total Two Hundred Fifty Dollars 00/100 (\$250.00) for rental of Happy Hollow Pavilion payable to the Borough of Wyomissing, this payment must accompany the application and is non-refundable.

4. I agree to payment of a One Hundred 00/100 Dollar (\$100.00) refundable deposit upon depositing keys into the drop box at the facility and inspection.

5. I agree to pick up the keys for the Bathroom Facilities for Wyomissing Hills Pavilion at Borough Hall the day of rental between 9:00 a.m. and 3:00 p.m. I understand that if I rent the Happy Hollow Pavilion on a Saturday or Sunday, I may pick up the key on Friday. I shall return the key into the drop box at the facility.

6. I understand that drugs and alcoholic beverages are prohibited in a Borough-owned facility and on Borough-owned property. I agree not to allow any alcoholic beverages or controlled substances at the event or permit anyone to bring into or upon Borough owned facility or property, consume in or upon or have in their possession any alcoholic beverages or controlled substance. Should people attempt to bring, consume or have in their possession any alcoholic beverages or controlled substance in or upon Borough owned facility or property, I agree to contact the authorities.

7. I agree that all vehicles are to be parked on the street or other designated areas.

8. I recognize and agree that my event must end by dusk and shall not commence before dawn.

9. I agree to be considerate of the neighbors. I further agree that should I have a DJ or play music at the event; the volume will be kept at a level that will not cause disruption or a disturbance to adjacent properties. It is further agreed and recognized that if the police are called

to the facility for loud noise or disorderly conduct, they may stop the event and order vacation of the facility and I will not be entitled to any refund of the fee for rental of Wyomissing Hills Pavilion.

10. I agree to only use masking tape for hanging decorations. I further agree to remove all decorations upon leaving Wyomissing Hills Pavilion.

11. I agree to place trash in provided trash cans and place recyclables in recycling cans at Wyomissing Hills if provided.

12. I agree at the end of the event to return all tables to the location they were located upon my arrival to the Pavilion.

13. I agree to turn off all lights and lock the restroom facility doors upon leaving Wyomissing Hills Pavilion.

14. I agree that Wyomissing Hills Pavilion is not being rented or used for a commercial, for profit activity or for political fundraising.

15. I understand that I am responsible for the actions of the guests and their abidance to this Agreement and applicable Ordinances of the Borough of Wyomissing incorporated hereto my reference.

16. I further understand that violations of this Agreement by me or the guests may subject me or them to fines and penalties pursuant to the laws, regulations and Borough of Wyomissing Ordinances up to \$1000 per violation and my group or organizations inability to subsequently rent the facility or any other Borough facility.

17. I agree that should Wyomissing Hills be damaged as a result of the event; I will be responsible for any costs incurred by the Borough for repair any damage. I further agree that should I not leave Wyomissing Hills in the clean manner found at the time of commencement of rental, I will be responsible for any costs incurred by the Borough to clean up of the facility.

18. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. I agree that in addition to the requirements set forth in this Agreement that I shall comply with all applicable laws, regulations and Ordinances of the Borough of Wyomissing which are incorporated hereto my reference.

20. If any provision of the Agreement is held to be invalid or unenforceable in any jurisdiction, in whole or in part, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the provision in another jurisdiction, or the remaining provisions of this Agreement in any jurisdiction.

I understand that I have had the opportunity to read and review this Agreement. I have read and understand the terms of this Agreement and by signing below agree to abide by the terms set forth herein.