

Permit #: \_\_\_\_\_

TOWNSHIP OF CUMRU  
1775 WELSH ROAD MOHNTON, PA 19540

**FACILITIES USE PERMIT**

Permit Request Date: \_\_\_\_\_

Name of Renter: \_\_\_\_\_

Facility: Warren Recreation Center (available 8:00 AM – 10:00 PM Sunday-Saturday)

- |            |                      |                           |                   |
|------------|----------------------|---------------------------|-------------------|
| Amenities: | -Residential Kitchen | -Large Multi-Purpose Room | -Bathrooms        |
|            | -Electric/Gas/Water  | -Heat/Air Conditioning    | -Playground       |
|            | -Pavilion            | -Volleyball Court         | -Basketball Court |

DATE: \_\_\_\_\_ TIME: (from) \_\_\_\_\_ (to) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

ORGANIZATION NAME (if applicable): \_\_\_\_\_ NO. IN GROUP: \_\_\_\_\_

PURPOSE OF RENTAL: \_\_\_\_\_

The above agrees to indemnify and save harmless the Township of Cumru, its officers, Commissioners, Park and Recreation Board members, agents and employees, from and against any and all claims, demands, actions, suits and proceedings by licensee or invitees of licensee, injuries or any other loss, cost, expenses, or damages resulting from the use of the Park or Fields house, as outlined in the current Cumru Township Ordinance governing the use of Public Parks, Playgrounds and Facilities.

(Signature of Renter): \_\_\_\_\_

(Approved by): \_\_\_\_\_

**Note:** A copy of this permit must be in possession of the group leader at all times while in the recreation area and must be presented to a Police Officer or Township employee upon request.

**DEPARTMENT USE ONLY:**

KEY ISSUED: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Given By: \_\_\_\_\_

Date Returned: \_\_\_\_\_ Received By: \_\_\_\_\_

BOOKING FEE: **\$75.00/\$90.00** Ck #: \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

RENTAL FEE (less booking fee): \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

SECURITY DEPOSIT: **\$450.00** Ck #: \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

Return Date: \_\_\_\_\_ Amount: \_\_\_\_\_

NOTES: \_\_\_\_\_



## 2015 TOWNSHIP OF CUMRU FACILITY RENTAL AGREEMENT

### **Availability:**

The Warren Recreation Center is available on a first come first served basis. Please call (610) 777-1343 for availability. Township office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., except designated holidays. Some dates may not be available because of Township programs and events. The facility is closed during federal holidays and Township holiday breaks. We do not have the staffing available during these times to provide the necessary cleaning, restocking, and general assistance each rental requires.

### **Facility Tour:**

The Renter may arrange for a pre-event viewing of the facility with the Recreation Director. Please contact Samson Gausch at (610) 777-1343 x. 121 or [sgausch@cumrutownship.org](mailto:sgausch@cumrutownship.org) if you would like to set up a pre-event tour.

### **Renter Responsibilities:**

The renter is defined as the individual making the reservation and signing the rental permit, cancellation policy, and release. The renter is responsible for being the point of contact for the Township. They agree to abide by all of our policies and procedures listed in this agreement and are responsible for making sure their guest do so as well. The renter must be present during the rental, and must ensure that all minors have adequate supervision during the entire rental. The renter is the only party that can request modifications to the rental agreement or cancel the rental. The renter is responsible for making sure all deliveries of goods and services occur during the rental period (set-up, event, and clean-up). Township staff members will not be responsible for overseeing renter's supplies or items, and will not sign for deliveries. The renter is responsible for providing the items needed for their function (will only provide the kitchen appliances, tables, chairs, and bathroom supplies).

### **Booking Fee:**

A booking fee of \$75.00 for residents and \$90.00 for non-residents is required to secure your rental date. This amount will be applied to the rental fee. \*If the total rental fee is less than the above booking fee, as in the case of a one hour weekday rental, the entire fee is due at the time of booking. In the result of a cancellation, the necessary fees will be deducted from this amount in accordance with our cancellation policy (pg.9)

### **Rates and Policies:**

No telephone reservations. Reservations will only be taken in person with the required booking fee.

A release waiver (pg. 10 ) provided by the Township or a certificate of insurance naming the Township of Cumru as additional insured must be provided prior to the department approving your date of rental.

### **The fees for renting this facility as follows:**

<b>Cumru Residents:</b>	<b>\$25.00/hr. Monday-Thursday</b>	<b>\$50.00/hr. Friday-Sunday</b>
<b>Non-residents:</b>	<b>\$35.00/hr. Monday-Thursday</b>	<b>\$65.00/hr. Friday-Sunday</b>

The recreation center must be booked for a minimum of 1 hour for Monday-Thursday rentals and a minimum of 4 hours for Friday-Sunday rentals. We will provide 1 ½ hours before and after each rental for set-up and clean-up at no additional charge.

Renters must be 21 years of age or older.

We ask that you provide at least 5 business days for us to process your rental permit. We may be able to accommodate requests in a shorter amount of time; however, we make no guarantees.

### **Security Deposit:**

A \$450.00 security deposit is required for every rental. Security deposits must be in the form of a check. The full security deposit will be returned upon a satisfactory inspection of the facility. A partial security deposit may be returned upon an unsatisfactory inspection of the facility; the amount is subject to township management's discretion. Appeals can be made to the Cumru Board of Commissioners. All partial refunds will be discussed with the renter. We reserve the right to hold a security deposit for up to 10 business days after a rental, to allow time to complete an inspection and discuss any issues. All security deposits refunds, full or partial, will be mailed.

### **Key Policy:**

The security deposit and full payment are required in order to pick up an approved rental permit and a facility key. A key may be obtained anytime within 5 business days of your rental. Keys must be returned within 5 business days of a rental or we will consider the keys lost. Lost keys will result in forfeiture of the security deposit.

**\*Renters are only to access the facility during their allotted time (set-up, rental, and clean-up), anyone caught accessing the building at any other time will be considered to be trespassing and will be prosecuted.**

### **Seating Arrangements:**

Our buildings and grounds staff will set-up the facility in one of the follow two seating arrangements, they both are available with or without a buffet line along the back wall:

#### **Banquet Seating:**

Two rows of four tables with eight chairs at each table. Three additional tables provided along the walls for food, drinks, cake, gifts, etc. A coat rack is located by the front entrance.

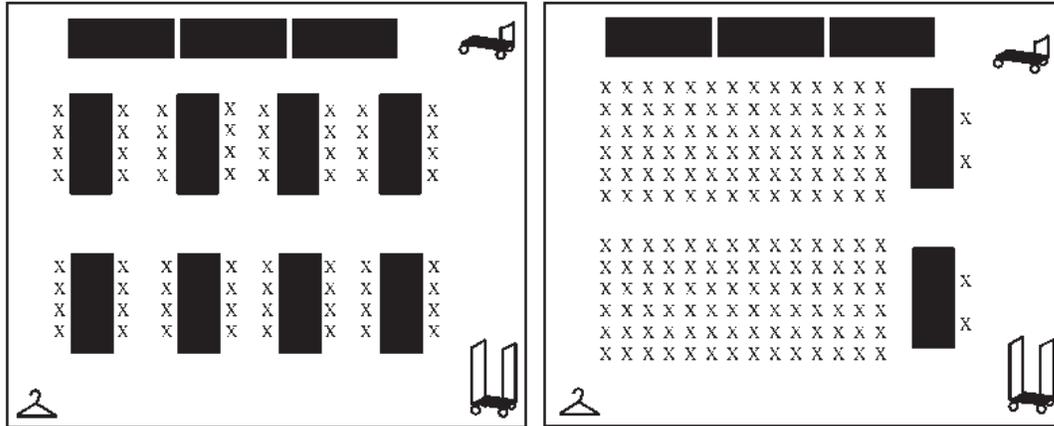
#### **Seminar Seating:**

Two tables with chairs and a podium will be set at the far end of the facility, followed by two sections of eighty chairs with a center aisle running down the middle. Three additional tables provided along the walls for food, drinks, cake, gifts, etc. A coat rack is located by the front entrance.

Maximum occupancy is 100 with tables and chairs or 250 with seminar seating.

Check One: Banquet: \_\_\_\_\_

Seminar: \_\_\_\_\_



**\*Additional tables and chairs are available upon request. Renters may set these up or put away unneeded chairs/tables at their own risk if they would like to alter the standard arrangements.**

### **Staff Assistance:**

We ask that you address all concerns during normal business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m., except designated holidays. However, if an issue does arise please use the following numbers to contact the appropriate dept.:

Emergencies – Fire 911

Emergencies – Police (610) 777-9595 Or 911

Report Non – Emergencies to Township Office (610) 777-1343

Rental Question/Concerns – Park & Rec. Director Cell (610) 587-7420

We do not have evening or weekend staffing dedicated to rentals, if a non-emergency call-out is needed (for lost keys, lock outs, etc.) you may be charged a \$100.00 fee.

### **Decorating Policy:**

- Scotch tape is the only approved way to hang decorations.
- Decorations hanging from the ceiling are prohibited.
- Push Pins are not allowed to be used on the sound deadening panels.
- Exit signs and fire extinguishers may not be covered or any reason at any time.
- Helium balloons must be attached to a weighted object (renters will be charged if our staff has to remove balloons from the ceiling.)
- Party size helium tanks are permitted, such as balloon kits with 8.9 or 14.9 cubic foot helium-filled tanks. Larger, commercial sized tanks are not permitted.
- Decorations may be attached to the facility signs at the intersections of Reed/Welsh and Welsh/Church but must be removed at the end of the event (renters may be charged for any decorations our staff has to remove). No decorations are permitted on stop signs or street name signs.

### **Animal Policy:**

The only animals permitted in the facility are service animals

**Smoking Policy:**

Smoking is not permitted inside the facility. Please use the provided smoker station to dispose of cigarette butts.

**Drug and Alcohol Policy:**

Drug and alcoholic beverage use is prohibited on Cumru Township property. Any/all violators shall be prosecuted and security deposits shall be forfeited.

**Parking:**

Parking is only permitted in designated parking lots. Do not park on the grass. If the lower lot fills up, additional spaces are available in the upper lot.

**Grilling and Fire:**

Charcoal grills and open fires are not permitted.

**Cleaning Expectations:**

Please leave the park area and facilities clean.

This includes, but is not limited to the following:

- Place all trash in trash dumpster (located in parking lot).
- Remove all decorations.
- Clean out the refrigerator.
- Place all recyclables in the blue recycling cans.
- Mop or sweep up any messes.
- Turn off lights and stove before leaving.
- Confirm doors are locked.

The Township of Cumru is not responsible for loss of personal items. Neglect of the general rules may result in a denial of a future rental application.

**Please be aware that you are responsible for the park and recreational facilities from the time you arrive until the time you leave. You are also responsible for any lost or damaged property if you fail to adequately lock the facilities after use. Lost keys will result in a forfeiture of the security deposit.**

The undersigned hereby acknowledges and agrees to abide by the aforementioned rental agreement:

Renter's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**2015 TOWNSHIP OF CUMRU  
FACILITY RENTAL CANCELLATION POLICY**

Request for cancellation of your Facilities Use Permit must be in writing and signed by the individual who completed the permit.

- **Cancellations must be received by the Township of Cumru Parks and Recreation Department fourteen (14) days prior to your scheduled rental date to receive a full refund of fees.** An administrative service charge of \$25.00 will be deducted for administrative costs prior to reimbursement.
- **Cancellation requests received less than fourteen (14) days prior to your scheduled rental date will be assessed with a charge of one (1) hour rental rate, at the applicable rate.** An administrative service charge of \$25.00 will also be deducted to cover the Township's costs. This will **essentially result in the forfeiture of the required booking fee.**
- **Cancellation requests received the day of your scheduled weekday rental or any time after business hours on the Friday before your scheduled weekend rental will be assessed a charge of one half the total rental rate.** The individual who completed the Facilities Use Permit to the Township of Cumru Parks & Recreation Department must provide cancellation request to the Park & Recreation Director at (610) 587-7420. **An administrative service charge of \$25.00 will also be deducted to cover the Township's costs.**
- **Cancellations due to extreme weather or extenuating circumstance may be rescheduled or reimbursed in full, at the discretion of the Township.** The Park & Recreation Director will contact the renter if such circumstances arise.

Reimbursement will be in the form of a check and sent to the individual who completed the permit within ten (10) business days of received cancellation request.

I have read and agree to the Township of Cumru Recreational Facility Rental Cancellation Policy:

Renter's Signature: \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**2015 TOWNSHIP OF CUMRU  
RELEASE AND INDEMNIFICATION AGREEMENT**

THIS RELEASE AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_, Pennsylvania \_\_\_\_\_ (hereinafter referred to as Indemnitor), the TOWNSHIP OF CUMRU, a first class township, organized and existing under the laws of the Commonwealth of Pennsylvania, situate in Berks County, Pennsylvania (hereinafter referred to as the "Township" and CUMRU TOWNSHIP PARKS AND RECREATION BOARD, a duly constituted Board of the said Township, organized and existing under the laws of the Commonwealth of Pennsylvania, situate in Berks County, Pennsylvania (hereinafter referred to as the "Parks and Recreation Board") (the Township and Parks and Recreation Board is hereinafter referred to as "Indemnitee").

WHEREAS, Indemnitor has applied to Indemnitee for a Facilities Use Permit (the "Facilities Use Permit") for the use of certain recreational facilities owned by Indemnitee and located at 1775 Welsh Road, situate in Mohnton, the Township of Cumru, County of Berks, Pennsylvania and known as the "Warren Recreational Facility", together with the playground area adjacent thereto (collectively, the "Facilities"); and

WHEREAS, Indemnitee has agreed to issue said Facilities Use Permit provided Indemnitor agrees to indemnify and hold harmless Indemnitee, and Indemnitee's directors, officers, employees, Commissioners, Board members, agents, and their respective personal representatives, heirs, successors and assigns, from and against all claims, losses, injuries or damage to any person or property arising out of the use of occupancy of the Facilities.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties agree as follows:

1. In addition to the immunities granted to Indemnitee pursuant to applicable law, Indemnitor does hereby further remise, release and forever discharge Indemnitee, its directors, officers, employees, Commissioners, Board members, agents and their respective heirs, personal representatives and assigns, of and from any and all liability, claims, causes of action, damages, costs, expenses or demands of any kind whatsoever in law or in equity arising or which may arise out of or in any way connected and relating to Indemnitor's use and occupancy of the Facilities.

2. Indemnitor hereby agrees to indemnify and hold harmless the Indemnitee, and Indemnitee's directors, officers, employees, Commissioners, Board members, agents and their respective personal representatives, heirs, successors and assigns, of and from any and all claims, losses, injuries, damages, demands, judgments, penalties and the like, including but not limited to, attorneys' fees and expenses incurred by Indemnitee in connection therewith, arising out to Indemnitor's use and occupancy of the Facilities.

3. This Agreement represents the entire agreement between the parties relating to the subject matter hereto and shall not be altered or amended except by written agreement endorsed by both parties.

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

5. If any provision of this 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 any other jurisdiction, or the remaining provisions of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Indemnitor's/ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_