

put back in the arrangement in which the user found them. Maximum capacity is 40 people.

2. Parking. All motor vehicles must be parked in designated areas on the parking lot provided. Parking in grass areas is prohibited.
3. Alcoholic Beverages. No alcoholic beverages are permitted in Borough Parks at any time.
4. Motorbikes, Motorcycles, Motor Driven Vehicles, Etc. No motor driven bikes, cycles or vehicles are permitted within the park other than when parked in designated areas only.
5. Fees. The user agrees to remit in advance the sum pertaining to their rental.
Note: all fees are established yearly by Borough Council Resolution. A \$25 deposit is required when booking the rental.

Pavilion(s) Rental Fee:

Resident:	Small Pavilion	Fifty dollars (\$50)
	Large Pavilion	Seventy-five dollars (\$75)
	Both Pavilions (exclusive rental)	One hundred ten dollars (\$110)
Non-Resident:	Small Pavilion	Sixty-five dollars (\$65)
	Large Pavilion	Ninety dollars (\$90)
	Both Pavilions (exclusive rental)	One hundred forty dollars (\$140)

*An additional charge of \$5 will be paid for use of the key for the locked restroom facility. The five dollars will be refunded to the user when key is returned to the Borough. The user agrees and is responsible for cleaning of the rented areas to the satisfaction of the Borough. If the user fails to clean those rented area(s) then an additional fee of thirty dollars (\$30) will be owed to the Borough.

Senior/Community Center Rental Fee: One hundred dollars (\$100) plus a thirty-five dollar (\$35) cleanup fee. The cleanup fee will be refunded if the center is cleaned to the satisfaction of the Borough. If additional cleanup is needed, the user will be charged the hourly rate of the borough employee less the \$35. fee.

6. Supplies For The Restrooms: The Borough shall supply all paper products to be used in the restrooms.
7. Exclusive Use Clause. This agreement only pertains to the specific facility(s) rented and does not cover the entire recreation grounds or park. The area specified in the agreement is the only area user is guaranteed exclusive use. Other areas of the recreation park remain open for use by the general public as a public park.

8. Non-Liability Of The Borough. By execution of this agreement, the user hereby acknowledges that the user has personally inspected the premises and related facilities and knows the risks and dangers involved in the use of recreational facilities and their improvements. User hereby assumes all risks of injury to person and property of user and user's guests.

Note: If the user experiences problems with persons interfering in their rented area or disrupting their activities, the police department should be notified immediately. You may reach the police department by dialing 911.

User hereby acknowledges that the Borough of McSherrystown shall not be liable for any injuries to person or property arising from the use of any Recreation Park or facility pursuant to this agreement.

User, by execution of this agreement, agrees to indemnify the Borough of McSherrystown from any and all liability, loss, or damage the Borough may suffer as a result of claims, demands, cost or judgments against it arising out of the use of the Recreation Park or facility pursuant to this agreement, whether the liability, loss or damage is caused by, or arises out of, the negligence of the Borough, or of its officers, agents, employees, or otherwise.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

Witness

User Signature

Date

DEPOSITS ON RENTAL (TO BE COMPLETED BY BOROUGH PERSONNEL):

DEPOSIT PAID: _____ DATE PAID: _____

RENTAL BALANCE DUE: _____ DATE PAID: _____