

**BOROUGH OF MCSHERRYSTOWN  
338 MAIN STREET  
MCSHERRYSTOWN, PA 17344  
(717)-637-1838**

**RECREATION PARK FACILITY RENTAL AGREEMENT**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

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

DATE OF RENTAL: \_\_\_\_\_ HOURS: \_\_\_\_\_

The above named user and the Borough of McSherrystown enter into this Agreement for the use of the specified area only at the Borough's Recreation Facilities at the South Street Recreation Park as indicated.

**CHECK ONLY ONE!**

Small Pavilion rental with locked restroom facility _____	Total Due \$ _____
Large Pavilion rental with locked restroom facility _____	Total Due \$ _____
Both Pavilion(s) rental with locked restroom facility _____	Total Due \$ _____
Senior/Community Center _____	Total Due \$ _____

**The rental of the above named facility/area has the following terms and conditions.**

1. **Availability for Use:** (the Recreation Pavilion(s) and Senior/Community Center must be rented separately and cannot be rented simultaneously by the same party).

**Pavilion(s):** are available for use on Saturdays, Sundays and Holidays from 10:00am to 7:00pm prevailing time, from Memorial Day to Labor Day. Other days and dates are subject to approval by the Borough.

**Senior/Community Center:** – is available for use to residents of McSherrystown Borough and Conewago Township only. It may be rented any day of the year, Monday thru Friday from 2:00pm to 8:00pm and on Saturday and Sunday from 12:00 noon to 8:00pm. Reservations can be made three (3) months prior to the event. The renter can only use the following items in the center: the refrigerator, stove, sink, telephone (for emergency use only) and table and chairs. If the user rearranges the tables and chairs, they must be 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 the grass area 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 the Borough Council Resolution. A \$25 deposit is required when booking the rental.

**Pavilion(s) Rental Fees:**

<b>Resident:</b>	Small Pavilion	\$50.00
	Large Pavilion	\$75.00
	Both Pavilions	
	(Exclusive rental)	\$110.00
<b>Non-Resident:</b>	Small Pavilion	\$65.00
	Large Pavilion	\$90.00
	Both Pavilions	
	(Exclusive rental)	\$140.00

**Bathroom Key Deposit (refundable)** \$25.00

**Cleaning Fee Deposit (refundable)** \$50.00

The \$25.00 bathroom key deposit will be refunded to the user when the key is returned to the Borough. The \$50.00 cleaning fee deposit is due at time of the key pick up and will be refunded if cleaned to the satisfaction of the Borough.

**Senior/Community Center Rental** \$100.00

**Cleaning Fee Deposit (refundable)** \$50.00

The \$50.00 cleaning fee will be refunded if the center is cleaned to the satisfaction of the Borough. If any additional cleanup is needed, the user will be charged the hourly rate of the borough employee less the \$50.00 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

danger involved in the use of the 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 of 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 judgements against it arising out of the use of the Recreation Park or facility pursuant to this agreement, whether the liability, or 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: \$ \_\_\_\_\_ Cash/Check # \_\_\_\_\_ DATE PAID: \_\_\_\_\_

KEY FEE: \$ \_\_\_\_\_ Cash/Check # \_\_\_\_\_ DATE PAID: \_\_\_\_\_

CLEANING FEE: \$ \_\_\_\_\_ Cash/Check # \_\_\_\_\_ DATE PAID: \_\_\_\_\_

RENTAL BALANCE DUE: \_\_\_\_\_ DATE PAID: \_\_\_\_\_