

**BOROUGH OF RICHLAND  
FACILITIES USE AND RELEASE AGREEMENT**

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Name of the Applicant

(the "Applicant") on behalf of the Applicant and the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests, hereby assumes full and complete responsibility for the use of the following property owned by the Borough of Richland (the "Borough") and the purpose of the use of the property:

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Description of Borough Property to be used and nature of use

(the "Property") on the following dates and times: \_\_\_\_\_.

Date(s) and times the Property is to be used

The Applicant, on behalf of the Applicant and the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests, hereby assumes full liability for any and all damage occurring to the Property during the use of the Property by the Applicant and shall report any such damage to the Borough Secretary at (717) 866-5601.

The Applicant, on behalf of the Applicant and the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests, acknowledges and agrees that the following are the rules and regulations for the use of the Property, and hereby agrees to adhere to such rules and regulations during the entire time that the Property is being used by the Applicant:

1. An application for use of the Property (the "Application") must be filled out completely and accurately and submitted to the Borough Secretary with the applicable fee in the amount set from time to time by Resolution of Borough Council.
2. The Borough reserves the right to evaluate the appropriateness of the Applicant's proposed use of the Property based upon individual circumstances.
3. The willful misrepresentation of any information in the Application will result in revocation of permission for Applicant to use the Property and the surrender of any security deposit paid by the Applicant to the Borough.
4. The Borough reserves the right to require a Certificate of Liability Insurance be provided to the Borough Secretary prior to the commencement of the use of the Property, which Certificate of Liability shall evidence coverage and liability policy limits in the amount of no less than \$1,000,000.00 for bodily injury and property damage per occurrence during the Applicant's use of the Property. The Borough shall be listed as an additional insured on the Certificate of Liability. Alternatively, the Applicant may provide evidence of an endorsement or rider to the Applicant's homeowner's insurance demonstrating the above coverage requirements.
5. Applicant shall consider and not cause disturbance to other persons or organizations concurrently using other parts of the Property.
6. Use of the Property shall be limited to the hours of operation. Applicant and Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests must vacate the Property and have removed all of Applicant's equipment and personal property by the closing time posted at the Property.

7. NO charcoal grills shall be used on the Property. Propane grills shall only be used OUTSIDE the pavilions. No open flame candles or other flammable items may be used with the exception of proper chafing fuel and propane grills.
8. NO smoking, alcoholic beverages, drugs or weapons are permitted on the Property.
9. Any and all illegal activities are prohibited.
10. Appropriate noise levels must be observed.
11. Minors must be supervised at all times.
12. Driving of vehicles is prohibited on any grassy areas of the Property.
13. No swinging, hanging, or climbing is permitted on any trees, fences, pavilions or buildings in or around the Property.
14. At the conclusion of Applicant's use of the Property all decorations shall be removed from the Property. Only masking tape shall be used to fasten decorations. NO use of thumbtacks, nails, staples, or scotch tape is permitted.
15. At the conclusion of Applicant's use of the Property all tables, chairs, benches and equipment shall be returned to its proper place and the Property shall be left in the same condition as it was upon the Applicant's arrival.
16. All trash shall be disposed of and deposited into trash bags tied securely and placed in Borough dumpsters.
17. Any and all damages, injuries, potentially dangerous situations, and/or changes of usage dates or times shall be reported to the Borough Secretary immediately.
18. The use of the Property is at the sole risk of the Applicant and the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests.
19. Failure to abide by these rules and regulations may result in the Applicant forfeiting the return of any security deposits paid for use of the Property.

The Borough hereby expressly disclaims all warranties relating to the condition of the Property and its fitness for general purpose, and for any particular purpose, and disclaims any and all liability for damage to or destruction of any property or personal property or injury or death of the Applicant or the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests, whether occurring before, during or after the use of the Property, whether or not such damage, destruction, injury or death results or is claimed to have resulted from the Borough's negligence or the negligence of any of its officers, directors, representatives, employees or agents, or any of the officers, directors, representatives, employees or agents of any corporation, partnership, association or similar entity or enterprise acting at the Borough's request or with the Borough's authorization, and whether the claim for such damage, destruction, injury or death is based upon tort, contract, breach of warranty or the doctrine of strict liability.

The Applicant hereby expressly covenants and agrees to indemnify and hold harmless the Borough and its officers, directors, representatives, employees and agents, and the officers, directors, representatives, employees or agents of any other corporation, partnership, association or similar entity or enterprise acting at the Borough's request or with the Borough's authorization (collectively, the "Indemnitees") from and against all damages and all costs of defense (including all attorneys' fees incurred by any of such Indemnitees) sustained or

threatened to be sustained by the Indemnitees by reasons of the use of the Property. The Applicant covenants and agrees to provide for the defense of the Indemnitees in the event that a claim is made.

The Applicant also expressly acknowledges awareness of the Pennsylvania criminal laws prohibiting the possession of firearms and similar offensive weapons under certain circumstances and hereby expressly covenants and agrees to comply with all such laws and not to permit unlawful carry of any firearms or similar offensive weapons upon or about the Property, and without limiting the foregoing covenants to indemnify the Indemnitees generally, hereby expressly covenants and agrees to indemnify and to hold the Indemnitees harmless from and against any claims made against the Indemnitees premised upon the unlawful possession or use of firearms or similar offensive weapons by the Applicant or the Applicant's officers, directors, representatives, employees, agents, members, patrons, invitees and guests.

**IN WITNESS WHEREOF and INTENDING TO BE LEGALLY BOUND HEREBY**, the Applicant certifies that: the information contained in this Facilities Use and Release Agreement is true and correct to the best of the Applicant's knowledge, information and belief; the Applicant has read, understands and agrees to abide by the rules and regulations as set forth in this Facilities Use and Release Agreement; and the Applicant understands, that by signing this Facilities Use and Release Agreement, agrees to be personally responsible for any and all damages caused by the use of the Property.

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

\_\_\_\_\_  
Applicant's Signature  
Print Name: \_\_\_\_\_

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\_\_\_\_\_  
Name of Business

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_