

**BOROUGH OF WYOMISSING
RECREATIONAL FACILITIES RENTAL AGREEMENT
HAPPY HOLLOW PAVILION
NONREFUNDABLE RENTAL FEE OF \$125 TO ACCOMPANY APPLICATION**

AND NOW, this _____ day of _____, 20___, I,
_____, hereby enter into this Agreement for Rental of
the Borough of Wyomissing Recreational Facility located at 1100 Wayne Avenue, Borough of
Wyomissing, County of Berks Pennsylvania, known as the “Happy Hollow Pavilion” on
_____ date and time _____.

1. I do 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 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 my use and occupancy of the Happy Hollow Pavilion.

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 One Hundred Twenty Five and 00/100 Dollars (\$125.00) 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 Twenty and 00/100 Dollar (\$20.00) cash key deposit the day the key is picked up. I understand that the key deposit is to be made separate from the rental fee.

5. I agree to pick up the key for the Bathroom Facilities for Happy Hollow Pavilion at Borough Hall the day of rental between 7:30 a.m. and 4:30 p.m. I understand that if I renting the Happy Hollow Pavilion on a Saturday or Sunday, I may pick up the key on Friday. I shall return the key to Borough Hall the next business day immediately after rental.

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 disc jockey or play music at the event, the volume will be kept down. 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 Happy Hollow Pavilion.

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

11. I agree to place trash in provided trash cans.

12. I agree to use all reasonable efforts to recycle and place recyclables in recycle cans at Happy Hollow if provided.

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

14. I agree to turn off all lights upon leaving Happy Hollow Pavilion.

15. I agree that upon leaving Happy Hollow Pavilion I am responsible to lock the Restroom Facility Doors.

16. I agree that Happy Hollow Pavilion is not being rented or used for a commercial, for profit activity or for political fundraising.

17. 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.

18. 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.

19. 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.

20. Non-compliance with this Agreement and applicable Borough of Wyomissing Ordinances and Rules and Regulations may, in addition to fines and penalties, result in mine and my group or organizations inability to subsequently rent the facility or any other Borough facility.

21. I agree that should Happy Hollow 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 Happy Hollow in the clean manner found at time of commencement of rental, I will be responsible for any costs incurred by the Borough to clean up of the facility.

22. 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.

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

24. 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.

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

SIGNATURE

PRINT NAME