

## RECREATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the BOROUGH OF LEWISBURG, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, with offices at 55 South Fifth Street, Lewisburg, Pennsylvania, hereinafter referred to as the "BOROUGH", and

\_\_\_\_\_ hereinafter referred to as the "USER".

WHEREAS, the Borough owns certain recreation areas and facilities, which are available for use by the general public; and

WHEREAS, \_\_\_\_\_, desires to use \_\_\_\_\_ Park or facilities for the purpose of conducting \_\_\_\_\_.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The User shall use the said facility in accordance with the laws of the Commonwealth of Pennsylvania and the Ordinances of the Borough of Lewisburg. The User shall cancel in advance any event, which the User believes or has reason to believe is or will be in violation of any law or ordinance. The User shall immediately suspend use of the facility on any occasion in which it is evident that any law or ordinance is being violated and cannot be enforced.
2. The User shall maintain liability insurance to cover any accident or incident, which might occur while the User, is using the said facility. Certificate of Insurance Amounts Required: \$1,000,000 single occurrence/\$2,000,000 aggregate.
3. The User shall ensure that the said facility is reasonably clean immediately following the use thereof. The cleaning process shall be completed within twelve (12) hours after such use.
4. The User shall maintain the grounds of the said facility within its established boundaries during the use thereof. Such maintenance shall include weeding, the cutting of grass, and the dragging of baselines.
5. The User shall maintain and keep in good repair all buildings, equipment, and other property installed by, or used by, the User of the said facility. If for any reason, any building, equipment, or other property of the User is removed from the facility, the User shall be responsible for restoring the facility to the same condition it was in prior to the use thereof. In order to install any equipment or erect any structure, the User must obtain the necessary permit(s), and obtain the written consent of the Borough. **(Note: PA One Call is required if there is to be any placement of stakes, etc. into the ground, as there are electrical lines, gas lines, etc. under many of the Borough's recreational facilities.)**
6. The Borough agrees that the User may use the said facility, subject to the terms of this Agreement, in accordance with the following schedule:

\_\_\_\_\_  
***(Please Insert Schedule-Day/Date/Beginning Time-Ending Time)***

Use of the facility during reasonable hours for maintenance at hours other than those scheduled is permitted.

7. Unless otherwise indicated in the above schedule, the User shall not operate any amplifying equipment after 9:00 PM on any occasion, and shall on no occasion use amplifying equipment to broadcast beyond the boundaries of the recreation area or facility having been reserved by the user. Furthermore, user shall extinguish all lighting promptly at the time stated in the above schedule.
8. The User understands and agrees that two (2) weeks advance written notice to the Borough Manager shall be required for the use of Borough equipment or personnel.
9. The User shall make every effort to furnish the Borough with the name and address of every participant in activities sponsored by the User at the said facility, if requested.

10. The User acknowledges that, except for valid and reasonable maintenance purposes and during the times stated in the above schedule, the said facility shall be open for use by residents of the Borough and for any other purpose which Borough Council may permit.

11. The User shall not charge any spectator an admission fee to the said facility.

12. The User acknowledges that this Agreement relates only to the said facility and the use hereinabove specified, and that the use of any other facility of the Borough or any other use of the said facility other than the one specified shall require the prior written approval of the Borough Manager and/or be subject to confirmation by Borough Council at its next regularly scheduled meeting.

13. The Borough designates the Mayor, Borough Manager, Chief of Police, and Borough Council members as agents for the purpose of supervising the said facility, the use thereof, and terms and conditions of this Agreement. The User agrees to accept the decision of any one of these agents regarding the said facility, provided that the User may appeal such decision to Borough Council at its next regularly scheduled meeting. The User agrees that the decision of Borough Council shall be final and binding.

14. The User shall be responsible for any and all damages to the said facility during the use thereof.

15. Any violation or breach of any provision hereof shall result in the immediate termination of this Agreement and the right to use the said facility.

16. The User shall so conduct its activities upon or while using the said facility so as not to endanger any person or persons lawfully thereon; and does hereby release and agree to indemnify, defend and hold harmless the Borough and all of its officers, agents and employees from and against any and all claims, actions, causes of action, demands or judgments for losses, injuries, costs, expenses, liabilities and damages of any kind and nature to any person or property, whether belonging to the User or any other person, or to the Borough or its officers, agents and employees, occasioned wholly or in part by the acts or omissions of, or which may arise from or be due to the use, misuse or abuse of all or any part of the said facility by, the User, its agents, officers, employees, representatives, students, guests, patrons, spectators or any person or persons admitted to the said facility while the same is used or being used by or under the control of the User, or in any manner arising out of or connected with, directly or indirectly, its use or operation of the said facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

BOROUGH OF LEWISBURG

By: \_\_\_\_\_  
Patricia M. Garrison, Secretary

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fee: \$30.00 \_\_\_\_\_

Note: Fee is Non-Refundable.

Date Fee Paid: \_\_\_\_\_

**NOTE: Certificate of Insurance Required - \$1,000,000 single occurrence/\$2,000,000 aggregate.**

*(Revised by Borough Council 10/16/07)  
(Revised by Borough Manager 04/03/09)  
(Revised by Borough Manager 11/17/09)*