

TOWNSHIP OF CUMRU
1775 WELSH ROAD
MOHNTON, PA 19540

FACILITIES USE PERMIT

Permit # _____

Permission is hereby granted to _____ to use:

Montrose Manor _____ (avail. 9:00 AM – Dusk)

Pennwyn Playground _____ (avail. 9:00 AM – Dusk)

Pavilion _____
Ballfield _____
Courts _____
Bathrooms _____

Pavilion _____
Ballfield _____

Warren Recreation Facility _____ (avail. 9:00 AM – 10:00 PM) Saturday - Sunday

Pavilion _____
Electric _____
Bathrooms _____

Multi-Purpose Room _____
Gas _____

Kitchen _____
Water _____

DATE: _____ TIME: (from) _____ (to) _____

NAME: _____ TITLE: _____

ADDRESS: _____ PHONE: _____

ORGANIZATION NAME: _____ NO. IN GROUP: _____

PURPOSE OF RENTAL: _____

The above agrees to indemnify and save harmless the Township of Cumru, its officers, Commissioners, Park and Recreation Board members, agents and employees, from and against any and all claims, demands, actions, suits and proceedings by licensee or invitees of licensee, injuries or any other loss, cost, expenses, or damages resulting from the use of the Park or Fields house, as outlined in the current Cumru Township Ordinance governing the use of Public Parks, Playgrounds and Facilities.

(Signature of Renter): _____

Note: A copy of this permit must be in possession of the group leader at all times while in the recreation area and must be presented to a Police Officer or Township employee upon request.

DEPARTMENT USE ONLY:

APPROVED: NAME: _____ TITLE: _____

DATE: _____ **KEY NUMBER:** _____

PAID: _____ CASH _____ CHECK _____

**TOWNSHIP OF CUMRU
RULES AND REGULATIONS FOR
RENTAL OF PARKS, PLAYGROUNDS OR FACILITIES**

1. NO TELEPHONE RESERVATIONS. RESERVATIONS WILL ONLY BE TAKEN IN PERSON WITH A SECURITY DEPOSIT.
2. A RELEASE WAIVER PROVIDED BY THE TOWNSHIP OR A CERTIFICATE OF INSURANCE NAMING THE TOWNSHIP OF CUMRU AS ADDITIONAL INSURED MUST BE PROVIDED PRIOR TO THE DEPARTMENT APPROVING YOUR DATE OF RENTAL.
3. MUST BE 21 OR OLDER TO RENT (proper ID will be required for ALL rentals).
4. ALL FEES MUST BE PAID WHEN APPROVED USE PERMIT IS OBTAINED. UPON NOTIFICATION OF YOUR APPROVED USE PERMIT, RENTER HAS FIVE (5) BUSINESS DAYS TO PICK UP PERMIT. IF YOUR PERMIT HAS NOT BEEN PICKED UP AFTER FIVE (5) BUSINESS DAYS, YOUR PERMIT WILL BE FORFEITED.
5. **DRUG AND ALCOHOLIC BEVERAGE USE IS PROHIBITED ON CUMRU TOWNSHIP PROPERTY AND ALL VIOLATORS SHALL BE PROSECUTED AND SECURITY DEPOSITS SHALL BE FORFEITED.**
6. FIRE FOR THE PURPOSE OF COOKING MUST BE MAINTAINED IN GRILLS PROVIDED AT SITE. PLEASE BE SURE FIRE IS EXTINGUISHED PRIOR TO LEAVING PARK.
7. NO ANIMALS PERMITTED.
8. PARKING ONLY IN PARKING LOT OR DESIGNATED AREA.
9. DO NOT USE STAPLES, THUMBTRACKS OR SCOTCH TAPE ON WALLS, WOODWORK, TABLES OR COUNTERS.
10. ALL TRASH MUST BE PUT IN TRASH RECEPTACLE.
11. PLEASE LEAVE THE PARK AREA AND FACILITIES CLEAN. FAILURE TO DO SO MAY RESULT IN ADDITIONAL CHARGES.
12. TURN OFF LIGHTS AND STOVE BEFORE LEAVING.
13. CONFIRM DOORS ARE LOCKED.
14. EMERGENCIES – POLICE (610) 777-9595 OR 911; FIRE 911
15. REPORT NON-EMERGENCIES TO TOWNSHIP OFFICE (610) 777-1343
16. PARK AND RECREATION DIRECTOR CELL PHONE (610) 587-7420

PLEASE BE AWARE THAT YOU ARE RESPONSIBLE FOR THE PARK AND RECREATIONAL FACILITIES FROM THE TIME YOU ARRIVE UNTIL THE TIME YOU LEAVE. YOU ARE ALSO RESPONSIBLE FOR ANY LOST OR DAMAGED PROPERTY IF YOU FAIL TO ADEQUATELY LOCK THE FACILITIES AFTER USE. LOST KEYS WILL RESULT IN A FORFEITED SECURITY DEPOSIT.

The Township of Cumru is not responsible for loss of personal items. Neglect of the general rules may preclude use of the facilities in the future.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES TO ABIDE BY THE AFOREMENTIONED RULES AND REGULATIONS:

Renter's Signature _____

Print Name _____

Date _____

RECREATIONAL FACILITIES CANCELLATION POLICY

Request for cancellation of your Facilities Use Permit must be in writing and signed by the individual who completed the permit. Cancellations **must be received** by the Township of Cumru Parks and Recreation Department fifteen (15) days prior to your scheduled rental date. An administrative service charge of \$20.00 will be deducted for administrative costs prior to reimbursement. Your reimbursement will be in the form of a check and sent to the individual who completed the permit within ten (10) business days of received cancellation request.

- Cancellation requests received ten (10) to fifteen (15) days prior to your scheduled rental date will be assessed a one (1) hour rental rate for the facility requested in Facilities Use Permit. The individual who completed the Facilities Use Permit to the Township of Cumru Parks & Recreation Department must provide cancellation request in writing. An additional administrative service charge of \$20.00 will be deducted for administrative costs prior to reimbursement. Your reimbursement will be in the form of a check and sent to the individual who completed the permit within ten (10) business days of received cancellation request.
- Cancellation requests received five (5) to ten (10) days prior to your scheduled rental day will be charged half the total rental rate for the facility requested in Facilities Use Permit. The individual who completed the Facilities Use Permit to the Township of Cumru Parks & Recreation Department must provide cancellation request in writing. As additional administrative service charge of \$20.00 will be deducted for administrative costs prior to reimbursement. Your reimbursement will be in the form of a check and sent to the individual who completed the permit within ten (10) business days of received cancellation request.
- Cancellations will not be accepted less than five (5) days prior to the scheduled rental date. Any cancellations made less than five (5) days prior to your scheduled rental date will not be reimbursed facilities rental fees.

Renter's Signature: _____

Organization: _____

Daytime Phone: _____

Reserved Location: _____

Reserved Date: _____

RELEASE AND
INDEMNIFICATION AGREEMENT

THIS RELEASE AD INDEMNIFICATION AGREEMENT (the “Agreement”), is made this _____ day of _____, 20____, by and between _____, whose mailing address is _____, Pennsylvania _____ (hereinafter referred to as Indemnitor), the TOWNSHIP OF CUMRU, a first class township, organized and existing under the laws of the Commonwealth of Pennsylvania, situate in Berks County, Pennsylvania (hereinafter referred to as the “Township” and CUMRU TOWNSHIP PARKS AND RECREATION BOARD, a duly constituted Board of the said Township, organized and existing under the laws of the Commonwealth of Pennsylvania, situate in Berks County, Pennsylvania (hereinafter referred to as the “Parks and Recreation Board”) (the Township and Parks and Recreation Board is hereinafter referred to as “Indemnitee”).

WHEREAS, Indemnitor has applied to Indemnitee for a Facilities Use Permit (the “Facilities Use Permit”) for the use of certain recreational facilities owned by Indemnitee and located at 1775 Welsh Road, situate in Mohnton, the Township of Cumru, County of Berks, Pennsylvania and known as the “Warren Recreational Facility”, together with the playground area adjacent thereto (collectively, the “Facilities”); and

WHEREAS, Indemnitee has agreed to issue said Facilities Use Permit provided Indemnitor agrees to indemnify and hold harmless Indemnitee, and Indemnitee’s directors, officers, employees, Commissioners, Board members, agents, and their respective personal representatives, heirs, successors and assigns, from and against all claims, losses, injuries or damage to any person or property arising out of the use of occupancy of the Facilities.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties agree as follows:

1. In addition to the immunities granted to Indemnitee pursuant to applicable law, Indemnitor does hereby further remise, release and forever discharge Indemnitee, its directors, officers, employees, Commissioners, Board members, 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 Indemnitor’s use and occupancy of the Facilities.

2. Indemnitor hereby agrees to indemnify and hold harmless the Indemnitee, and Indemnitee's directors, officers, employees, Commissioners, Board members, agents and their respective personal representatives, heirs, successors and assigns, of and from any and all claims, losses, injuries, damages, demands, judgments, penalties and the like, including but not limited to, attorneys' fees and expenses incurred by Indemnitee in connection therewith, arising out to Indemnitor's use and occupancy of the Facilities.

3. 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.

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

5. If any provision of this 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 any other jurisdiction, or the remaining provisions of this Agreement in any jurisdiction.

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

_____, Indemnitor (SEAL)

CUMRU TOWNSHIP PARKS AND
RECREATION BOARD

By:

Samson Gausch, Park and Recreation Director