

**WOMELSDORF BOROUGH  
FACILITIES USE AND HOLD HARMLESS AND RELEASE AGREEMENT**

\_\_\_\_\_ (hereinafter referred to as "User") hereby assumes full and complete responsibility for the use of the following Womelsdorf Borough property: \_\_\_\_\_ ("Property") on the following dates: \_\_\_\_\_. In addition, User hereby assumes full liability for any and all damage occurring during the use of the Property by User and shall report any such damage to the Womelsdorf Borough (hereinafter referred to as "Borough") office.

User acknowledges and agrees that the following are the rules for the use of the Property, and hereby agrees to adhere to such rules during the entire time that the Property is in use by User:

1. The Facility Application must be filled out completely and accurately.
2. The willful misrepresentation of any information in the Facility Application will result in revocation of permission to use the Property and the surrender of any security deposit.
3. A Certificate of Liability Insurance must be provided to the Borough Office prior to the commencement of the use of the Property, which Certificate 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, and that the Borough has been listed as an additional loss payee and User may alternatively provide evidence of an endorsement or rider to User's homeowner's insurance demonstrating the above coverage requirements.
4. If User has requested a special parking exception for oversized vehicles or dumpsters for a special event, User shall, at all times, display on all such vehicles and dumpsters verification of Borough Council approval of the special parking exception.
5. The payment of the \$50.00 security deposit for the pick-up of keys from the Borough Hall key disbursement person must be made before 4 P.M. on the last business day before the use of the Property by User commences.
6. In the event that User requests to erect any tents on the Property, User shall obtain the map of the underground and overhead wires and familiarize itself with the locations of said wires.
7. User shall give consideration to other persons or organizations concurrently using other parts of the Property.
8. NO charcoal grills shall be used on the Property. Propane grills shall only be used OUTSIDE the pavilions, if any.
9. NO smoking, alcoholic beverages, drugs or weapons are permitted on the Property.
10. Any and all illegal activities are prohibited.
11. Borough reserves the right to evaluate the appropriateness of the User's proposed use of the Property based on specific circumstances.

12. Appropriate noise levels must be observed.
13. No open flame candles or other flammable items may be used with the exception of proper chafing fuel.
14. All exits and exit signs shall be kept unobstructed at all times.
15. Minors must be supervised at all times.
16. Driving of vehicles is prohibited on any grassy areas of the Property.
17. No swinging, hanging, or climbing is permitted on any trees, fences, pavilions or buildings in or around the Property.
18. User must vacate the Property by the time posted at the Property and have removed all of User's guests, equipment and personal property.
19. Only masking tape or adhesive putty shall be used to fasten decorations. NO thumbtacks, nails, staples, or scotch tape is permitted. All decorations shall be removed by User upon the end of the use of the Property.
20. At the end of each day of use of the Property by User, all doors and windows shall be closed and locked, lights turned off, toilets flushed, water turned off, and paper towels and tissue placed in proper receptacles. In addition, all tables, chairs, benches and equipment shall be returned to its proper place and the Property left shall be in the same or better condition than it was upon the User's arrival.
21. All trash shall be combined in one or two bags, which bags shall be tied securely and placed in outside receptacles.
22. Any and all damages, injuries, supply shortages, potentially dangerous situations, and/or changes of usage dates or times shall be reported to the Borough Hall immediately.
23. All keys shall be returned in the drop box immediately upon completion of the use of the Property.

Failure to abide by the above rules may result in retention by the Borough of any and all security deposits.

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 of the User's property or the property of any of User's officers, directors, representatives, employees, agents, members, patrons, invitees or guests, or for injury to or the death of any such persons, whether occurring before, during or after User's use of the Property contemplated hereby, 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. User 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 from and against all damages and all costs of defense (including all attorneys' fees incurred by any of such persons) sustained or threatened to be sustained by the Borough or any of such persons by reasons of User's rental of the Property and its use thereof whether such claim be made against any of the foregoing by User itself or by any of its officers, directors, representatives, employees, agents, members, patrons, invitees or guests, and without regard to the theory of the representatives, employees, agents, patrons, invitees or guests, or without regard to the theory of the claim of said representatives, employees, agents, patrons, invitees or guests. User covenants and agrees to provide for the defense of the Borough and/or any such persons in the event that a claim as aforesaid is made.

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

IN WITNESS WHEREOF, the undersigned intending to be legally bound hereby, have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and I/we certify that the information contained in the foregoing Application/Agreement is true and correct to the best of my/our knowledge or belief and that I/we have read, understand and agree to abide by the rules and conditions as set forth in the Application/Agreement. I/we further understand, that by signing this document, I/we further understand, that by signing this document I/we agree to be personally responsible for any and all damages caused by the use of the Property by myself/ourselves and my/our guests.

BOROUGH OF WOMELSDORF

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

\_\_\_\_\_(User)

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