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## BOROUGH OF DELAWARE WATER GAP

### *Park Rental Application & Contract*

*Shull Park and William M. Buzzard Celebration Park are available for use by residents of the Borough of Delaware Water Gap or for fundraisers benefitting residents of the Borough of Delaware Water Gap.*

Functions for 15 or more people **MUST** submit a Rental Application & Contract and receive a permit prior to their event.

### Reservation Information

Date Requested \_\_\_\_\_ Time Period \_\_\_\_\_

Event Purpose \_\_\_\_\_

Park:  Shull Park  William M. Buzzard Celebration Park

Number of Attendance \_\_\_\_\_ This  is  is not a high school or college aged group.

Will a meal be served?  yes  no Do you wish to serve alcohol?  yes  no

### Non-Profit/Renter's Information

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_ Nonprofit:  yes  no

Address \_\_\_\_\_ Municipality \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

### Fees

There is a rental fee of \$100 for DWG residents/\$200 for non-residents for use of the park plus a security deposit of \$100 for DWG residents/\$200 for non-residents. Renter must pay the rental fee and security deposit at the time of the application. If the application is not approved, the fee and deposit will be returned. If the application is approved, the security deposit will be returned after the function in accordance with the provisions of the Application and Contract. Any request to waive fees must be submitted to Council prior to the submission of the Application.

## Renter's Acknowledgements and Responsibilities

- Renter shall leave the Park in a clean manner. Garbage must be bagged and thrown in the trash cans available in the park or removed. No trash is to be left on the premises outside of a trash can.
- Any music must stop at dusk unless otherwise authorized by Borough Council.
- No Bounce Houses or other inflatable structures are permitted.
- Renter shall be on site at all times. If Renter is not on site, the permit is invalid.
- No alcohol can be served to any individual who is intoxicated or who is under the age of 21.
- Renter has read and agrees that Renter and Renter's guest shall abide by the terms of the Rule and Regulations which are made part of this Contract.
- Renter acknowledges that Renter's security deposit will be returned to the Renter within 30 days following a satisfactory inspection following the rental date/rental period. Renter also agrees that the Borough of Delaware Water Gap may retain part or all of the security deposit for payment for damages or clean up. If damages exceed the amount of the security deposit, Renter will be charged additionally for repairs.
- Renter shall indemnify, save harmless, and defend the Borough of Delaware Water Gap from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind arising out of or related to this Rental Contract unless the same arises primarily out of the negligent action or inaction of the Borough or its employees, agents or servants. Such actions shall include, among other things, injury to property, and injury, sickness, or death of Individuals, including, without limitation, members of the public and officers, agents, and employees of the Renter.
- Renter acknowledges and agrees that the Borough of Delaware Water Gap may revoke use privileges, remove participants during a rental and/or refuse current and future requests for any and all of the following: (1) not adhering to the Rules and Regulations; (2) returned checks or non-payment for fees and/or security deposits; (3) disorderly conduct.
- All Renters, other than individuals, shall submit to the Borough a Certificate of Insurance in the minimum amount of \$500,000 naming the Borough of Delaware Water Gap as Additional Insured.

### Agreement

I have read the above Renter's Acknowledgements and Responsibilities, including the Rules and Regulations, and agree to be bound thereby:

Renter Signature \_\_\_\_\_ Date \_\_\_\_\_

Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

### **FOR BOROUGH STAFF USE**

Permit for Use:  approved  denied

Permit for Alcohol:  approved  denied

|                  | Amount | Date Paid | Cash or Check No. | Refund Date/Check No. |
|------------------|--------|-----------|-------------------|-----------------------|
| Security Deposit |        |           |                   |                       |
| Rental Fee       |        |           |                   |                       |
| <b>Total</b>     |        |           |                   |                       |