

## Memorial Park Pavilion Rental Application

35 N. Third Street, Quakertown, PA 18951

**Phone:** 215-536-5001

Email: rentals@quakertown.org

Application and General Terms and Conditions must be completed, signed, and received before availability is confirmed or reservation is processed.

- If an item does not apply to your event, put "not applicable" or "N/A" in that box.
- A \$100.00 security deposit and completed Rental Application is required to secure the reservation.

## **Contact Information**

**Main Contact** 

First Name				Last Name				
Home Address				City		State	Zip Code	
Primary Phone Cell Phone			one	16		Email		
Organization Informati	ion							
Organization Name			Phone					
Address	ldress			City	State		Zip Code	
Email Address			Organization Website					
Tax Exempt Organization			EIN:					
	☐ Yes	□ No						
Event Details								
Facility Request: Indicated down hours.	te the date, start t	time, and	end time ti	imes you are loc	oking to rent t	he space. Inc	lude all set up and take	
Date	Start time End time			Total hours		Estimated attendance		
Please select which pavilion you would like to rent				Do you need electrical connection?				
	□ A	□в		□с		☐ Yes	□ No	
Description of Event								

# Fees & Additional Charges

Rental Fees:					
	Resident Rate		Non-Resident Rate		
Monday-Thursday	□ \$75.00		□ \$100.00		
Friday-Sunday	□ \$100.00		□ \$125.00		
Additional Charges					
Descri	iption		Ra	ate	
☐ Electrical Connection	\$10.00 Per Event				
Total Due					
Pontal Foo	Socurity Donocit	Additional	Charges	Total Duo	

Total Due					
Rental Fee		Security Deposit		<b>Additional Charges</b>	Total Due
	+	\$100.00	+	=	=
		Must be a separate check for reimbursement			

- 1. This application will not be considered complete without a signed copy of the General Terms and Condition.
- 2. **Security Deposit:** The security deposit must be made out to the Borough of Quakertown on a separate check from the rental fee. Applicants that do not abide by the authorized use, general terms and conditions, or causes additional cost to the Borough may lose all or a portion of its security deposit.
- 3. **Laws and Rules:** Applicant shall not allow any lewd or illegal conduct on the premise. The applicant must comply with applicable Borough, County, State and Federal laws, regulations, and ordinances.
- 4. **Changes to Contract:** Should any changes occur prior to your requested use of the facility, notify the Parks and Recreation Department immediately so that changes can be made to your rental agreement. Changes may increase or reduce fee amounts. Changes must be made 30 days in advance of scheduled use.
- 5. **Cancellation Policy:** Any events which are canceled at least two (2) weeks prior to the scheduled rental date will receive a refund of their application fee, but not the security deposit which will be retained as an administrative handling fee. Any event cancellation received less than two (2) weeks prior to the scheduled rental date will not receive a refund of their registration fee or security deposit.
- 6. **Inclement Weather:** All pavilion rentals are rain or shine. There are no rain dates. No refunds will be issued due to inclement weather.
- 7. **Parking:** The driving of vehicles in the park is not allowed in Memorial Park. We understand the need to load and unload your vehicles for you event. Therefore, a parking certificate will be provided to the applicant upon payment of this application. The parking certificate must be places in the windshield of your vehicle, which will allow 20 minutes of pavilion parking (for one vehicle only) before and after the event. Any unauthorize vehicles are subject to a fine of \$25.00.
- 8. **Clean Up:** All area used by the applicant must be cleaned up by the applicant and returned to the condition prior to the event. All trash or merchandise must be placed in the appropriate receptacles after the event. Non-compliance will result in prohibition in future events and the applicant will not be reimbursed the security deposit.
- 9. Damages: The applicant renting the facility accepts full financial responsibility for any damages done to Borough of Quakertown property during the rental period. Unreported damages and non-accidental damages are the sole responsibility of the applicant. The fees included on this application do not in any way negate the responsibility of the applicant. The cost to repair damage(s) attributable to the event intentional acts, willful conduct, gross negligence, or abuse of the property will remain the responsibility of the applicant. Damage fees will be charged to the applicant.
- 10. Alcohol: Alcohol is not permitted in Borough parks.
- 11. **Smoking**: Per Ordinance 1232, smoking and vaping by any person is prohibited in all Borough of Quakertown municipal parks. It shall be unlawful for any person to carry or use a lighted pipe, cigar, or cigarette; or the use of an electronic cigarette in these locations. Please respect our parks and facilities, and if necessary, contain smoking to your private vehicle. Violators will be fined.
- 12. **Acknowledgment** I have read and understand the Rules and Regulations set forth by the Borough of Quakertown, and furthermore;
  - a. I understand that I will be asked to leave the premises and my fees will not be refunded if I, or my guests, are unable to follow these guidelines or any applicable Quakertown Borough Ordinances.
  - b. I understand that failure to adhere to these Rules and Regulations may result in exclusion from applications.
  - c. I understand that I will be the only individual contacted regarding this rental.
  - d. I understand that my event is in its entirety suitable for all ages.
  - e. I understand that the volume levels considered to be in excess by the Borough of Quakertown will be reduced.

## General Terms and Conditions (continued) (Page 4) \_ 13. Hold Harmless: I agree to indemnify and hold harmless the Borough of Quakertown, and its personnel from any loss, claim, penalty, or lawsuit in any way arising from my/our operation or involvement with this event. The Borough of Quakertown is not responsible for any theft or damages that may occur during the term of this agreement. ■ 14. Indemnify For Copyright Infringement: Applicant represents and warrants that they are knowledgeable about copyright laws of the United States as applicable to any performance, and that Performer shall not perform any copyrighted materials of others during performance without full compliance with such applicable copyright laws. In the event that Performer breaches this representation, warranty and covenant, Performer hereby agree to INDEMNIFY AND HOLD HARMLESS Borough of Quakertown and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach 15. By signing below, I am guaranteeing that I have authority to represent and bind my organization. I also certify that all information provided on this application is, to the best of my knowledge, truthful and accurate, and that my organization shall be liable for any consequential damages, including any cost of attorney's fees, resulting from misrepresentation or fraudulent information on this application or in any other written communication with the Borough of Quakertown. Signature\* Date\*

STAFF USE ONLY				
Date Received:	Date Approved/Denied:			
Total Due:	Date Paid:			

#### **Return Application to:**

Email (as attachment): <a href="mailto:rentals@quakertown.org">rentals@quakertown.org</a>
Or Mail: Quakertown Borough,
Attn: Pavilion Rentals

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