

EAST PETERSBURG BOROUGH COMMUNITY CENTER RENTAL AGREEMENT

FEE: \$140.00

Form of payment: Check _____ Cash _____

DEPOSIT: \$100.00

Form of payment: Check _____ Cash _____ {Deposit will be returned within 15 business days.}

COVID-19 CLEANING FEE: \$50.00

Form of payment: Check _____ Cash _____

DATE OF USE: _____

CONTACT NAME/

ORGANIZATION: _____

(Please print)

****RENTALS ARE FOR THE DAY YOU ARE SCHEDULED (7:00 AM UNTIL 10:00 PM), NO ONE IS ALLOWED TO BE IN THE BUILDING PRIOR TO OR AFTER SCHEDULED DATE AND TIME ****

INDIVIDUALS AND ORGANIZATIONS (HEREINAFTER "THIRD PARTY USERS") USING THE BOROUGH'S FACILITIES SHALL BE RESPONSIBLE TO CLEAN UP THE FACILITIES AFTER THEIR USAGE AND TO REPORT ANY AND ALL DAMAGE TO BOROUGH. **PLEASE NOTE: WE DO NOT SUPPLY CLEANING MATERIALS.** IF THE BOROUGH, IN ITS SOLE JUDGMENT, DETERMINES THAT THE BOROUGH'S FACILITIES WERE NOT ADEQUATELY TIDIED AFTER USE BY THE THIRD PARTY USERS OR THAT THE BOROUGH FACILITIES WERE DAMAGED BY THE THIRD PARTY USERS, THIRD PARTY USERS SHALL BE RESPONSIBLE TO REIMBURSE THE BOROUGH FOR SUCH ADDITIONAL COSTS WITHIN THIRTY (30) DAYS OF WRITTEN NOTICE FROM THE BOROUGH. EAST PETERSBURG BOROUGH WILL HAVE THE FACILITIES SANITIZED AFTER EACH USE USING CDC-RECOMMENDED CLEANING PRACTICES.

THE KEY-CARD FOR COMMUNITY CENTER MUST BE PICKED UP ON FRIDAY BETWEEN 8:00 A.M. - 4:30 P.M. FOR WEEKEND RENTAL OR MONDAY THROUGH FRIDAY 8:00 A.M. - 4:30 P.M. ON DAY OF RENTAL DURING THE WEEK. THE OFFICE IS CLOSED FROM 12:30 -1:00 FOR LUNCH. THERE WILL BE A \$50.00 FEE CHARGED FOR LOST OR UNRETURNED KEY-CARDS.

I HAVE READ THE RULES AND REGULATIONS FOR THE EAST PETERSBURG COMMUNITY PARK AND THE SPECIAL RULES FOR THE COMMUNITY CENTER. THE BOROUGH IS NOT RESPONSIBLE FOR ACCIDENTS OR INJURY. I AGREE TO ABIDE BY THE ABOVE RULES AND TO BE THE RESPONSIBLE PERSON IN CHARGE OF ENFORCING THE REGULATIONS.

COVID-19 NOTICE, WAIVER, AND RELEASE:

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

- An outbreak of any and all communicable disease, including but not limited to, the virus known as "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I understand that it is my obligation to inform all persons using the East Petersburg Community Center in conjunction

with my rental of the facility of the risks stated above, and to require said persons to follow all State and Federal guidelines to mitigate the risk of transmitting any and all communicable diseases, including but not limited to SARS-CoV-2 (COVID-19) and any mutation or variation thereof.

In consideration of having the opportunity to use the East Petersburg Community Center facility, and in acknowledging that I am aware of and willing to assume the risks associated therewith, I hereby voluntarily agree to hold harmless and indemnify East Petersburg Borough, its officials, agents, employees, volunteers, trustees, and representatives (collectively referred to as "Releasees") from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my use of the East Petersburg Borough Community Center. I hereby waive the right to assert any claims, causes of action, or law suits of any type I may have against all Releasees, including those for bodily injury and/or property damages sustained, arising out of or incurred in connection with my use of the East Petersburg Borough facilities. I further agree and understand that my obligation to indemnify and hold harmless the Releasees extends to any claims, demands, and causes of action of any kind which persons using the East Petersburg Community Center in conjunction with my rental of the facility may attempt to assert against Releasees. I indicate my agreement to this hold harmless elective and waiver noted below.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my use of the East Petersburg Borough Community Center.

RESIDENT'S SIGNATURE: _____

RESIDENT'S ADDRESS: _____

PHONE NUMBER: _____