



NORTHSIDE POOL

2023 Daytime Pavilion Rental

The Borough of Waynesboro
Franklin County
Waynesboro, Pennsylvania

THIS AGREEMENT, made this _____ day of _____, 2023, between the Borough of Waynesboro, Franklin County, Pennsylvania (hereinafter the "Borough") and:

Name of Person/Organization: _____

Address: _____

Phone Number: (____) _____ - _____

(hereinafter the "Renter").

WITNESSETH, that in consideration of the covenants and agreements herein contained, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Borough hereby agrees to rent the Northside Park Swimming Pool (hereinafter the "Pool") to the Renter for the purposes and on the date herein set forth:

Daytime Pavilion Rental , _____ , _____.
(Activity) (Date) (Time)

2. That the Renter shall pay the Borough for the use of the premises on the date and for the purposes as set forth above, the sum of \$ _____ (See Computation of Fees).
3. That the Renter shall keep and maintain the Pool and the Borough property surrounding the Pool in the same condition as found, and shall be responsible for all injury, damage, or destruction that may occur to said property arising from the Activity identified above.
4. To the fullest extent permitted by law, the Renter agrees to hold harmless, indemnify and defend the Borough and its appointed and elected officials, officers, directors, trustees and employees from and against all claims, actions, demands, costs, losses, damages, or liability which the Renter, its guests, invitees, successors, heirs, or assigns may have against the Borough relating to their use or participation in activities at the Pool.
5. The Renter shall be solely responsible for the loss of or damage to the Renter's property and equipment while at the Pool.

6. That the Renter is thoroughly familiar with the **terms of this contract and the Rules and Regulations of Northside Park Swimming Pool** and hereby agrees to abide and be governed by the same.
7. That the Renter shall designate a person or persons who shall serve as representative for all members for all matters contained herein and who shall be responsible for implementing the POLICY of the Borough.
8. That the said Renter shall have an official representative, to wit:

Name: _____

Address: _____

Phone Number: _____

whom will be present at all times and shall be the responsible individual whom all questions are to be referred concerning the operation and maintenance of the said Borough property. (The above information must be filled out or the application will not be accepted).

9. The Borough shall furnish all lifeguards, concession workers, and maintenance personnel.
10. That the said Activity shall be concluded, and the Pool and the Borough property and surrounding the Pool must be vacated at the end of agreed number of hours. Should any guests(s) choose to continue patronizing the Pool beyond the hour lease limit, they will be required to pay regular admission rates.
11. All deposits are non-refundable. In the event of a weather-related closing of the Pool, a contamination issue, or chemical imbalance of the water, the Borough shall undertake reasonable efforts to contact the Renter and reschedule the rental. If it is impossible to reschedule the rental during the current year, the Borough shall offer the Renter a rental date in the following year. If the rental is canceled for any reason after it begins, all fees are due and payable and non-refundable---no rainchecks will be issued.
12. The Renter acknowledges that the Borough may nullify this Agreement by declaring a breach of the terms if the Renter violates the terms of this Agreement or Northside Park Swimming Pool's Rules and Regulations, and, in such event, shall retain all sums paid theretofore under the terms hereof.
13. The Renter further acknowledges that the breach or failure to perform or to conform to any of the terms herein contained in this Agreement by the Renter, as determined by the Borough in its sole discretion, renders this Agreement null and void.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

