



Fox Township Park
PRIVATE GATHERING
PARK RENTAL CONTRACT

This form is to be used to reserve the large pavilion at either park for private gatherings for families, individuals or organizations. This contract IS NOT VALID for use of public events or sporting activities.

RETURN THIS FORM WITH PAYMENT TO: Fox Township, PO Box 184, Kersey, PA 15846.

Your date will NOT be reserved until this form and all fees are received by Fox Township!!!

Contact Person/Responsible Party:

Name _____ Phone _____

Address _____

City _____ State _____ Zip Code _____

Email address _____

Description of Event: _____

Date of Event: _____ Start Time: _____ End Time: _____

Preferred Location of Event (check one):

Main Street Park (381 Main Street, behind the firehall)

Community Park (298 Main Street)

Check here if you will need electric for your event:

Check appropriate box: I have talked to a Fox Township staff member and confirmed that my requested date is available: **yes** **no**

FEES:

Rental fees include a \$50 deposit. If the facility is cleaned up and there are no damages, \$50 will be returned to the individual listed above.

Responsible Party is a Fox Township Resident \$75

Responsible Party is NOT a Fox Township Resident \$100

Please enclosed a check or money order, payable to "Fox Township" for the amount listed above.

PLEASE READ ALL OF THE FOLLOWING BEFORE SIGNING:

- No pets permitted by rental applicant or guests at any facilities.
- The applicant must represent a responsible organization or family. **You are responsible for the conduct of individuals associated with your group.**
- Broken or damaged items will be the responsibility of the organization or family using the facility.
- The organization or family using the facility is responsible for cleaning and returning the facility to the condition in which it was found prior to their event. This includes the pavilion and the surrounding area. All garbage generated from said event must be removed from the premises.

- **Persons signing this form must be on the premises** during the entire use of the facility.
- Township facilities may not be used for meetings promoting subversive, sexist, or racist doctrines.
- All facilities are TOBACCO FREE.
- **Absolutely NO** pins, taped, nails etc. are permitted on or in the wood columns, ceiling or boarders.

RELEASE AND INDEMNIFICATION AGREEMENT (the legal stuff)

It is understood and agreed that Fox Township assumes no liability in the occupancy and use of township facilities. The applicant/user of the Township’s facilities takes the same “as is” and “where is” without warranty of any kind from the Township or its agent. By executing the Township’s Rental Contract, the applicant agrees that the nature of the relationship existing between the Township of Fox and any applicant(s) utilizing the Township’s recreational facilities is that of licensor/license rather than inviter/invitee. Further, such applicant agrees that the Township, in granting an applicant a permit hereunder, does not assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such person or persons or any third person or persons.

Know all persons by these presents, that the responsible party named within this document for and in consideration of the permission granted to use the indicated facility on the requested date, does hereby remise, release and forever discharge Fox Township, its governing body, officers, employees, agents, successors, and assigns, of and from all and all manner of actions, causes of action, suits, debts, dues, judgements, contracts, obligations, liabilities, agreements and all other claims and demands of any nature whatsoever, whether at law or in equity, especially including but not limited to all claims, obligations and liabilities which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any all known and unknown, foreseen and unforeseen, temporary or permanent bodily and personal injuries and property damage and the consequences thereof resulting or to result from any accident, incident, casualty, or event occurring on or about the date or dates written above and in connection with the use of the above-described facility of Fox Township, including ingress and egress thereto and therefrom; and including any such claim or demand which against the said Fox Township, its governing body, officers, employees, agents, successors, or assigns, governing body, officers, employees, agents, invitees, or guests, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

And, furthermore, the undersigned does hereby expressly stipulate and agree, in consideration of the benefits to the undersigned described hereinabove, to indemnify and hold forever harmless the said Fox Township, its governing body, officers, employees, agents, successors and assigns against loss hereinabove, including the reasonable cause of defense thereof and the undersigned hereby waives any and all right of exemption or contribution to which it may be entitled under the laws of this or any other State as against such claim or indemnity.

Intending to be legally bound, we hereby

- [1] agree to comply with the conditions of Fox Township governing the use of facilities and agree to assume full responsibility for injury or damage to Township property occasioned by such use of the above-described accommodations and special permission herein granted, and will make same good without expense to the Township,**
- [2] understand that our execution of the release and indemnification agreement in the form is a condition precedent to Fox Township’s approval of this permit, and**
- [3] acknowledge having received, examined and agreed to the several Fox Township rules detailed in the form**



SIGNATURE of Responsible Party

Date

Checklist to be completed by Fox Township Staff:

- Requested Date and facility are available
- Rental contract is signed
- Payment Received Date _____ Check # _____ Amount \$ _____

Signature of Staff approving this contract

Date