



# MIDDLE SMITHFIELD TOWNSHIP PARK PAVILION/FIELD RENTAL AGREEMENT

147 Municipal Drive • East Stroudsburg, PA • 18302 • 570-223-8920 • [www.middlesmithfieldtownship.com](http://www.middlesmithfieldtownship.com)

EVENT DETAILS				
<i>The following fields are to be completed by the Renting Party:</i>				
<b>RENTING PARTY:</b> <i>Name/Organization</i>			<b>TODAY'S DATE:</b>	
<b>RENTAL DATE:</b> <i>If multiple, attach schedule</i>		<b>TIME:</b>	From: <input type="text"/>	To: <input type="text"/>
<b>2<sup>nd</sup> DATE PREFERENCE:</b> <i>If first choice unavailable</i>		<b>RAIN DATE:</b>		
<i>2<sup>nd</sup> Preference <u>will not</u> be reserved as a rain date. You must request a rain date to be guaranteed a rain date reservation. Rental Date, 2<sup>nd</sup> preference, and rain date cannot already be reserved by another party.</i>				
<b>RENTING PARTY'S MAILING ADDRESS:</b>				
<b>PHONE:</b>			<b>EMAIL:</b>	
<b>PARK &amp; FACILITY REQUESTED:</b> <i>Please check one</i>	<input type="checkbox"/> <b>ECHO LAKE PARK</b> <i>Check facility requested below</i>  <input type="checkbox"/> <b>Pavilion</b> <input type="checkbox"/> <b>Soccer field</b>		<input type="checkbox"/> <b>RESICA PARK</b> <i>Check facility requested below</i>  <input type="checkbox"/> <b>Pavilion</b> <input type="checkbox"/> <b>Softball field</b>	
	<input type="checkbox"/> <b>OTHER PARK OR FACILITY</b> <i>Describe below</i>			
<b>BRIEF DESCRIPTION OF EVENT:</b>				
<b>RESPONSIBLE PARTY ON SITE DURING EVENT:</b>	<i>Provide if different from Renting Party. Name, address, &amp; phone:</i>			
<b>EXPECTED ATTENDANCE:</b>	<b>Adults:</b> _____ <b>+ Children (under 18):</b> _____ <b>= Total:</b> _____ maximum 50. <i>For more information, or for larger events, see page 2, paragraph 4</i>			
<b>IS THIS EVENT OPEN TO PUBLIC ATTENDANCE?</b>	<input type="checkbox"/> <b>Yes, open to public attendance</b> <input type="checkbox"/> <b>No, this is a private event</b> <i>If yes, the Renting Party may be required to apply for a Special Event Permit (pg. 2, para. 4)</i>			
<b>DO YOU HAVE LIABILITY INSURANCE?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>N/A</b> <i>Organizations and/or public events only. Not required for private events</i>			
<b>IS THIS A FUNDRAISING EVENT?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <i>If yes, provide name of beneficiary and proof of non-profit status. Funds may only be raised for allowable charities</i>		<b>ARE YOU REQUESTING A FEE WAIVER?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <i>Allowable Charities only. See pg. 2, para. 3</i>
<b>WILL YOUR EVENT HAVE VENDORS?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <i>If yes, provide a list of all vendors and their contact information</i>			
<b>IS FOOD/BEVERAGES BEING SOLD?</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <i>If yes, provide food licenses for all food/beverage vendors. Alcohol is prohibited.</i>			
<b>ANY OTHER NOTES:</b>				
<i>The following fields are to be completed by Township Staff:</i>				
<b>FEES DUE:</b>	<b>\$100.00</b>	<b>PAID ON:</b>		<b>CASH/CHECK #/MO #:</b>
<b>\$50 DEPOSIT REFUNDED:</b>	<b>Y / N</b>	<b>REFUNDED ON:</b>		<b>STAFF SIGNATURE:</b>



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**By signing and submitting this form, you acknowledge the following:**

1. **Renting Party:** The Renting Party is responsible for compliance with all terms and conditions of this Agreement by themselves, their organization, and all event attendees, and is responsible for completing all applicable payments for the event described above, even if they will not personally be present at the event.
2. **Fees:** As of April 8, 2014 all facilities at public parks will have a User Fee of \$100.00 (includes \$50.00 deposit). Upon inspection and acceptance of the facility by Township staff, \$50.00 deposit will be returned to the Renting Party, as indicated on this form. Refunds may take up to 20 business days. Payments may be made in cash, or with check or money order. Make checks and money orders payable to Middle Smithfield Township.
3. **Fee Waivers:** Allowable Charities as defined pursuant to the Pennsylvania 2nd Class Township Code may apply for a waiver of the User Fee. To apply, provide proof of non-profit status and a letter on organization letterhead addressed to the Board of Supervisors asking to have the \$100 fee waived.
4. **Capacity & Special Events:** The maximum capacity for Picnic Pavilion or athletic field rentals is 50 people. Any event open to public attendance, includes vendors, or is reasonably expected to exceed 50 attendees at one time may be required to apply for a Special Event Permit through the Township's Zoning Department. All Renting Parties, including Allowable Charities, that are required to apply for a Special Event Permit will be charged any applicable fees for the Special Event Permit.
5. **Rental Period & Facilities:** Park hours are daily from sunrise to sunset, unless otherwise indicated, and all event activities, including setup and cleanup, must occur during this time. The Rental Facility includes only the Facility indicated on this form. At no time does the Rental Facility include Facilities not named on this form.
6. **Exclusivity:** The Renting Party and their guests have priority, but not exclusive use of the Facilities during the designated Rental Period. All parks remain open to the public. The Township cannot control who may be in the park at the time of your rental.
7. **Cleaning & Trash Collection:** The Renting Party must completely clear the Rental Facility of trash and debris following their event. Trash may not exceed the capacity the receptacles provided at the rental area. Any trash beyond receptacle capacity must be carried out and disposed of by the rental party. Objects which cannot easily fit into the trash receptacles must be removed from the park. Excessive trash or failure to properly clean the area may result in loss of deposit. The Township collects trash on some weekdays and on Saturday mornings. The Township does not provide trash collection on Sunday. The Township cannot control the accumulation of trash between pickups, as the park is open to the public seven days a week.
8. **Decorations.** The Renting Party is permitted to decorate the Rental Facility for their event. All decorations must be removed completely immediately following the Rental Period. Failure to fully remove all decorations or any damage resulting from decorations to the Rental Facility may result in loss of deposit.
9. **Park Rules:** All park rules must be followed including (but not limited to) no alcohol, no smoking, no glass, no off-leash pets (except at the Dog Park), no parking beyond the designated parking lot. Please see the rules provided with this Agreement for a complete list. Failure to adhere to park rules may result in loss of deposit.

**Sign below, acknowledging that you have received, read, and understand the above:**

**Date:** \_\_\_\_\_

**Please review the rest of the use agreement and sign again on Page 4.**



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AN AGREEMENT GOVERNS THE USE BY \_\_\_\_\_ (AND ITS TEAMS AND MEMBERS) OF THE FOLLOWING DESIGNATED AREAS (THE “DESIGNATED AREAS”) IN MIDDLE SMITHFIELD TOWNSHIP PARKS.

PARK NAME	AREA(S)	USE DATES
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The Middle Smithfield Township Park and Recreation Board, (hereafter referred to as the “Board”), and \_\_\_\_\_ (hereafter referred to as the “**Organization**”), agree to the following terms and conditions regarding the Organization’s use of the Designated Areas:

1. The Designated Areas are public park land and the **Organization**, in its use of these parks, will treat these public park areas with due care for the facilities, equipment, turf, parking areas, signs, fences and any other items owned by Middle Smithfield Township (the “Township”) at each of these parks.
2. As public parks, these areas must be available to Township residents at any time on a first come, first reserved/first served basis. A parks reservation form must be filled out for anyone wanting to use any park. Residents may at any time use other areas of the parks not reserved by any **Organization**.
3. The **Organization** shall have **priority, but not exclusive use** of the Designated Areas named above for the dates indicated. The Board may, at any time, however, require the use of any Designated Area for a program, event, or other use, sponsored or endorsed by the Board to be conducted during the approved period of priority use granted under this agreement. Such use of the Board shall take priority over any use authorized under this Agreement.
4. The **Organization** agrees to indemnify and hold harmless the Township, and its officials, employees and agents (collectively, the “Township”), from any and all claims, injuries, damages, suits, actions, losses, expenses, including but not limited to attorney fees, witness fees and litigation expenses, arising out of or resulting from the **Organization’s** use of the Designated Areas, and the activities permitted in connection therewith.
5. The **Organization** agrees to maintain general liability insurance in an amount satisfactory to the Board, and to provide proof of such insurance to the Board prior to the use of the Designated Areas. The Township shall be named as an additional insured on all such insurance policies.
6. The **Organization** shall be responsible for all daily field maintenance requirements during the period of priority use, other than the mowing of grass and other turf maintenance items, to enable the Designated Areas be adequately and safely available for use by **Organization** for its activities. The Township of Middle Smithfield employees or designee will be responsible for grass mowing of the parks and turf maintenance.
7. Any construction, placing of permanent fixtures, movable sheds or similar structures, cutting of trees or shrubbery, embedding of equipment or anchors in the ground, alterations to parking areas, and other changes planned in connection with the use of the Designated Areas must be submitted by written request to the Board and approved by the Board after consultation with the Township Roadmaster or Township Public Works Director.
8. No existing structures, fixed equipment, fences, and other items considered as Township controlled property shall be moved or altered without approval by the Board.
9. The Board will be responsible for the placement and servicing of portable toilet facilities and trash receptacles in quantities it determines reasonable and provide for their periodic maintenance. The **Organization** must arrange and pay for the cost for additional sanitary and trash services for events whose attendance or length is reasonably expected to exceed the sanitary or trash capabilities provided by the Board. At no time shall trash or other debris be allowed to accumulate or be stored beyond the capacity of the trash containers. All Designated Areas, including



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sports field, pavilion and parking areas, used by the **Organization** shall be kept clean of trash and debris.

10. The **Organization** shall not conduct or sponsor any event at a Designated Area whose attendance, duration or other character would reasonably expect to exceed the parking capacity at a Designated Area or otherwise create a situation that threatens the safety, health or well-being of the participants, park neighbors or the general public.
11. The **Organization** shall make all participants in its activities at the parks aware of the park rules as attached to this agreement and shall see that those rules are observed by its participants.
12. A schedule showing dates and times of activities to be conducted at the Designated Areas under this Agreement shall regularly be provided to the Board and the Parks and Recreation Chairperson and the Park Lead Coordinator at the start of every sport season. The Chairperson of Parks and Recreation will regularly ensure that the schedules are posted in the kiosks of the appropriate Park.
13. Failure to comply with the terms of this Agreement may, at this discretion of the Board, result in the termination by the Board of this Agreement and the prohibition of the **Organization** from enjoying priority use of the park areas.
14. This Agreement shall be for a period specified as January through December of the calendar year completed. New Agreements must be completed every year.
15. Middle Smithfield Park land and public areas shall not be used for the financial profit of any person or organization without prior approval from the Middle Smithfield Parks and Recreation Board and/or the Middle Smithfield Township Board of Supervisors.
16. The **Organization** shall pay the fees set forth by the Board for use of the Designated Areas. Changes to the fee structure may be made at any time and are at the discretion of the Board.
17. This Agreement is a license and does not constitute a lease. The Agreement may be terminated for convenience, at any time, and without advance notice to the **Organization**, in the event the Board of Supervisors, in its sole discretion, shall not find that termination is in the best interest of the Township.

**I/We certify that I/we have read, understand and agree to adhere to the Middle Smithfield Township Parks Rules and Regulations concerning park use and cleanup. Further, I/We/My organization forever releases the Township, its Supervisors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above mentioned date(s) for which this application is submitted and approved. I/We/My organization shall defend all actions, suits, complaints, or legal proceedings of any kind brought against the Township and any of its agents, servants or employees and further will hold harmless and indemnify said Township from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.**

**Further, I/We/My organization will notify the Township immediately via telephone (570)223-8920, email ([crain@mstownship.com](mailto:crain@mstownship.com)), fax (570)223-8935, or in-person of any changes in the approved event.**

\_\_\_\_\_  
Applicant Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Township Approval Signature

Date: \_\_\_\_\_