

# Pen Argyl Athletic and Park Association

*Home of the Historic Carousel*

P.O. Box 335

11 N. Robinson Ave. (Borough Office)

24 E. Main Street (Weona Park Address)

PEN ARGYL, PENNSYLVANIA 18072

Phone: 610-863-4119



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## WEONA PARK FACILITIES AGREEMENT

**Today's Date:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**Name of Renter/Group:** \_\_\_\_\_ **Estimated Attendance:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_ **Starting Time:** \_\_\_\_\_ **Ending Time:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Alternate Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

### Lease Fees and Payments:

1. Interested parties are encouraged to contact the Borough Office to verify date availability prior to submitting a reservation request. An inquiry regarding availability is informational only and does not reserve or guarantee the requested date. (See #3 below for additional information.)
2. All fees are due in full at the time of lease agreement signing. Please check off your desired facilities you wish to rent.

Large Pavillion (Fits 120 People) \$150.00

Kitchen \$40.00

Lg. Pavillion half - side A/B \$75.00

\*Note: One side rental; the other may be booked separately.

Tot Lot Pavillion (Fits 40 People) \$100.00

Entire Park \$750.00

Band Shell \$50/Hour (3 Hour Minimum)

**Total Amount Due:** \_\_\_\_\_

### Amusement Prices

**Carousel:** \$2.00 per ride

CASH ONLY – exact change preferred. Payment is made at the time of the ride.

**Mini Golf:** \$5.00 per game

CASH ONLY – exact change preferred. Payment is made at the time of play.

### Important Notes:

- The carousel and mini golf facilities are not available for private rental.
- Both attractions remain open to the public, even during pavilion rentals.
- The carousel is not available for wedding or any other staged photography.
- Photos/video may be taken while the carousel is open and operating for public use, but they shall not impede on its operation for the enjoyment of the public.

3. Payment may be made by cash, check, or money order payable to the Pen Argyl Athletic and Park Association. A completed and signed Pavilion Rental Agreement, along with full payment, must be submitted either in person or by mail to the Borough Office. Reservations are not confirmed until both a fully executed agreement and payment in full have been received by the Borough. Pavilion rentals are processed on a first-come, first-served basis. All rentals are held rain or shine. Requests to reschedule due to weather may be accommodated only if an alternate date is available, as determined by the Borough, and are not guaranteed.
4. The Lessee shall have exclusive use and control of the pavilion and surrounding lawn area during the approved rental period as indicated in this Agreement. The Lessee shall not assign or sublet the premises or any part thereof.

**Rules and Regulations for Pavilion Rental:**

1. The Lessee is responsible for cleaning the pavilion and immediate surrounding area. All trash, debris, decorations, and personal items must be removed at the conclusion of the rental period. Trash must be placed in designated receptacles or removed from the premises.
2. All doors must be locked upon departure, and the kitchen and pavilion must be left in clean condition.
3. Decorations should not damage the facility in any manner. This includes leaving any residue, holes, marred surfaces, tape, cord, or string.
4. The use of adhesives, tape, nails, tacks, staples &/or staple guns is prohibited.
5. Prior to vacating the premises, the Lessee will restore the area to the same condition upon commencement of the lease. All doors must be locked. If picnic tables and benches were moved, they must be returned to the locations they were moved from.
6. The Lessee will report any damage that may have occurred during the lease period to the Borough Administrative Office.
7. The pavilion and surrounding grounds and parking areas will be inspected by the Borough. The Lessee agrees to pay all expenses incurred by the Borough to clean any utilized area and/or repair damages to the premises which may result from any act or neglect of the Lessee, their guests, invitees, or others in attendance.

The Lessee assumes full responsibility for the conduct and actions of all guests, invitees, and participants associated with the event. The Lessee shall be responsible for all damage to park property, facilities, or equipment occurring during the rental period, including setup and cleanup. The Lessee agrees to pay all costs associated with repair or replacement of damaged property. The Borough shall not be responsible for lost, stolen, or damaged personal property.

8. The Lessor reserves the right to have a duly authorized representative inspect the premises at any time and to immediately terminate the rental upon violation of any local, state, or federal law or any provision of this Agreement. In such event, the Lessee shall forfeit all rights to the premises and any fees paid.
9. The Lessee will be responsible for the maintenance of order on the premises during the time of this lease.
10. The Lessee shall be responsible for ensuring that the event concludes by the agreed-upon end time and that all guests vacate the premises promptly.

11. The use of alcoholic beverages shall be limited to the pavilion and must be consumed in accordance with all applicable laws of the Pennsylvania Liquor Control Board and the Commonwealth of Pennsylvania. Under no circumstances shall individuals under the age of 21 consume or possess alcoholic beverages on the premises.
12. Groups must adhere to all general rules and regulations that are posted or ordained by the Lessor.
13. Should any court of law deem any portion of the agreement to be in violation of any laws, the balance of this agreement shall remain unchanged and entirely enforceable under the laws and statutes governing the Commonwealth of Pennsylvania.
14. Exclusive Use of Park (Full Park Rental):

Rental of the entire park is subject to prior approval by the Pen Argyl Athletic & Park Association and shall require additional fees, insurance, and coordination with Borough staff. When approved, the renter will be granted exclusive use of designated park areas during the approved rental period, with the exception of any facilities or amenities specifically identified by the Pen Argyl Athletic & Park Association as remaining open to the public. The renter is responsible for all event coordination, including setup, supervision, and cleanup, and must comply with all applicable Borough rules, regulations, and ordinances, as well as any additional conditions imposed, including but not limited to requirements for security, traffic control, and sanitation.

The renter shall be required to provide a Certificate of Insurance evidencing general liability coverage in an amount not less than \$1,000,000 per occurrence, naming Pen Argyl Borough and the Pen Argyl Athletic & Park Association as an additional insured. Proof of insurance must be submitted to the Borough prior to the event, and the reservation shall not be considered final until such documentation is received and approved.

The Pen Argyl Athletic & Park Association reserves sole discretion in approving full park rental requests and may limit or deny such requests based on operational, safety, or public access considerations.

**Cancellation Policy:**

1. This agreement shall become null and void if the said premises are not available on the lease date. Such circumstances shall include but not be limited to the unforeseen fire, flooding or other casualty that makes the facility unusable or unsafe. In such cases, the Borough will notify the Lessee, and the rental fee will be returned in full. The Lessor shall not in any case be held liable or responsible for Lessee's loss of use of the facility.
2. Lessee shall not cancel this agreement without written notice given to the Lessor at least thirty (30) days prior to the event.
3. If cancellation occurs less than thirty (30) days prior to the event, all fees paid shall be forfeited. Notwithstanding the foregoing, the Pen Argyl Athletic & Park Association may, at its sole discretion, consider written requests for exceptions due to extenuating circumstances. Any decision regarding a refund shall be made on a case-by-case basis and shall be final.

**Conclusion:**

1. The Lessee agrees to indemnify, defend, and hold harmless Pen Argyl Borough and the Pen Argyl Athletic & Park Association, their officials, employees, and agents, from and against any and all claims, damages, losses, or liabilities arising out of or related to the use of Weona Park and its facilities.
2. In signing this agreement, I hereby acknowledge that I have read and understand the terms and conditions of the agreement and agree to comply with all terms and conditions on behalf of myself and/or the party or organization I represent.
3. This Agreement is not valid unless signed by both the Lessee and the Lessor.

**Lessee:**

**I acknowledge that I have read this Pavilion Rental Agreement in its entirety, understand all terms and conditions, and agree to fully comply with all requirements outlined herein.** Initials: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Lessor: Pen Argyl Borough & Pen Argyl Athletic & Park Association**

Name: \_\_\_\_\_

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

Title:

**\*Below Section to be completed by Pen Argyl Borough**

**Total Fee received**

\$ \_\_\_\_\_

Check # \_\_\_\_\_