



NORTHSIDE POOL

2025 Daytime Pavilion Rental

The Borough of Waynesboro
Franklin County
Waynesboro, Pennsylvania

THIS AGREEMENT, made this _____ day of _____, 2025, between the Borough of Waynesboro, Franklin County, Pennsylvania (hereafter 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 of 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 that hands and seals the day and year first above written.

Computation of Fees:

Rental Fee (per hour). \$75.00

Number of Hours. _____

Gross Fee. _____
(up to 50 people; non-refundable)

(Total fee is due at time of submission)

I understand that Total Fee is non-refundable.

Initials

Additional Information

1. Total Number of Attendees (up to 50 people; after 50 people there is an additional fee of \$1.25 per person)

Children under 18 years of age: _____

Adults: _____

2. Name of persons who will be attending pool activity and may be contacted in case of an emergency, etc.:

Name: _____

Phone: _____

Name: _____

Phone _____

By: _____

Renter

Name (Printed)

STAFF USAGE ONLY:

Received by	Date
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THE BOROUGH OF WAYNESBORO

Pool Manager

Borough Manager

Date Approved _____

RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, 2025, by and between the **BOROUGH OF WAYNESBORO**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 55 East Main Street, Waynesboro, Pennsylvania 17268, (hereinafter the "Borough"), and _____, with a mailing address of _____, (hereinafter the "Renter") (hereinafter the Borough and the Renter shall be collectively referred to as the "Parties").

WHEREAS, the Borough is the owner of certain real property designated as recreational parks and pools within the municipal boundaries of the Borough of Waynesboro and specifically situated at the following locations: on the corner of W. Second Street and S. Franklin Street, Waynesboro, Pennsylvania (hereinafter the "Franklin Street Park"); 220 Memorial Park Drive, Waynesboro, Pennsylvania (hereinafter "Memorial Park"); 235 Mt. Airy Avenue, Waynesboro, Pennsylvania (hereinafter "Mt. Airy Park"); 138 Brown Street, Waynesboro, Pennsylvania (hereinafter the "Northside Park/Pool"); and at the intersection of W. Ninth Street and Anthony Avenue (hereinafter "Rotary Park"); and

WHEREAS, the Renter desires to rent _____ for the purposes of hosting _____ on the date of _____, from the hours of _____ (hereinafter the "Event"); and

WHEREAS, the Borough desires to rent to the Renter such real property for the above-referenced Event and for the timeframe set forth above in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The above recitals are incorporated herein and are made part of this Agreement.
2. Renter shall indemnify, release and hold harmless and have the duty to defend the Borough, its respective officers, employees, agents or servants, successors, assigns, from and against any and all liabilities, suits, claims, actions, damages, judgments, costs and/or expenses, including but not limited to any reasonable attorneys' fees incurred by the Borough, by reason of any claim for injury to person or property, arising from and/or related to, indirectly and/or directly, the renting of the Borough-

owned park and/or pool for the Event, or their agents, or acts of the Borough's employees while engaged in the provision of the Borough-owned park and/or pool for rent for the Event.

3. This Agreement shall be terminated by the Parties upon conclusion of the allotted time as set forth above for the Event. The Borough reserves the right to terminate this Agreement at any time. In the event of inclement weather, damaged facilities, and/or other circumstances that render use of the park and/or pool inaccessible at the discretion of the Borough, the Borough may terminate this Agreement and shall endeavor to provide notice to the Renter of such termination within a reasonable time.
4. This Indemnification Agreement may not be amended or modified except by agreement in writing duly signed by authorized representatives or officers of the Parties hereto.
5. If any section of this Indemnification Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts hereof.
6. This Indemnification Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Indemnification Agreement shall bind the Parties, their assignees and successors in interest.
8. This Agreement contains the entire understanding between the Parties and supersedes any prior written or oral agreements between the Parties respecting the within subject matter. There are no representations, agreements, arrangements or understandings between the Parties hereto relating to the subject of this Agreement which are not fully expressed herein.
9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby,
have caused this Agreement to be executed the date and year first above written.

ATTEST:

BOROUGH OF WAYNESBORO

By:

Its:

By:

Its:

ATTEST

RENTER

By:

Its:

By:

Its: