



**Note: Waiver Form is Pages 1 & 2
Policy & Fees Pages 3 -13**

Schwenksville Borough, Montgomery County, PA
300 Main Street, Schwenksville, PA 19473

Tel: 610-287-7442 **Email:** Info@schwenksville-pa.org **Website:** www.schwenksville-pa.org

Park & Plaza Address is 300 Main Street, Schwenksville PA 19473

Park and Facility Rental Risk Release and Waiver of Liability

In consideration of use of Schwenksville Borough property for an event, I/we recognize and acknowledge that there may be certain risks of personal injury and property loss arising from the event, and I/we agree to assume the full risk of any illnesses, injuries, including death, loss or damage of property from conducting the event and use of the facilities for the event.

I/we hereby specifically acknowledge, understand, and agree that the Borough does not sanitize, disinfect, clean or otherwise treat outdoor seating areas, pavilion, playground equipment and/or surfaces of any kind with which event participants may come in contact.

I/we agree to waive and relinquish all claims I/we may have as a result of hosting the event.

I/we agree and covenant to indemnify, defend, and save harmless the Borough of Schwenksville and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the Borough, against and from any loss, damage, cost, charge, expense, liability claims, demand or judgment of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the event participants or Schwenksville Borough.

In case of suit or cause of action shall be brought against the Borough on the account of any act, action, neglect, omission, or default on the part of the event organizers or participants, I/ we hereby agree and covenant to appear and assume the defense thereof and to pay all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the Borough. In the event the Borough is required to institute legal action and or participate in legal action to enforce this indemnification and hold harmless clause, I/we agree to immediately notify Schwenksville Borough in writing of any claim or suit against the Borough to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE RISK RELEASE AND WAIVER OF LIABILITY

I HAVE READ THE ATTACHED USE OF BOROUGH FACILITIES POLICY AND RULES THAT APPLY AND AGREE TO THE TERMS, CONDITIONS, RESPONSIBILITIES AND UNDERSTANDINGS STATED THEREIN.

I UNDERSTAND THAT A CERTIFICATE OF INSURANCE NAMING SCHWENKSVILLE BOROUGH AND ITS EMPLOYEES, ELECTED AND APPOINTED OFFICIALS AS ADDITIONAL INSURED IS REQUIRED FOR USE OF THE COMMUNITY ROOM, PUBLIC TOILETS, MAIN STREET PLAZA AND MEETING ROOM.

I UNDERSTAND THAT ALL MINORS MUST HAVE ADULT SUPERVISION AND THAT CONTACT INFORMATION FOR THE RESPONSIBLE ADULTS MUST BE PROVIDED TO THE BOROUGH.

Printed Name: _____ Signature _____ Age: _____

Cell Phone: _____ Email: _____

Organization if Any: _____

Job Title or Position if an organization: _____

Event Name: _____ Event Date & Time: _____

Number of Guests estimated for the event: _____

Event Location Describe: _____

- Meadow Park Pavilion
- Meadow Park Boat Ramp
- Public Toilets
- Main Street Plaza/Pavilion
- Community Room
- Storage Cabinet
- Meeting Room

Name and contact information of Adult Chaperones and other pertinent information:



USE OF BOROUGH FACILITIES

Approved by Resolution No. 2021-11

First Adopted by Borough Council on 10th day of June, 2021

Reviewed and Re-approved by Borough Council on _____, day of _____, _____

Reviewed and Re-approved by Borough Council on _____, day of _____, _____

Schwenksville Borough offers for community use the following facilities for community uses consistent with the intended purpose of each facility: Meeting Room (Council Room), a Community Room with Butler's Pantry, the Main Street Plaza & Pavilion, Meadow Park Pavilion and Meadow Park. There are public restrooms available with reservations. There are 39 upper-level parking spaces including 4 handicap spaces and 21 lower level (meadow) parking spaces including 1 handicap space. These facilities are currently only available for non-alcoholic events such as meetings, educational programs, community activities and events and personal use events such as birthday parties and anniversary parties. They are not available for commercial enterprise. The Borough provides these spaces as a public service and does not endorse the viewpoint or opinions of groups utilizing these facilities. All facilities have the address of 300 Main Street, Schwenksville, PA 19473.

I. Rules & Criteria for Borough Facilities Rental

A. Scheduling/Reservations

1. Borough-sponsored activity has priority over all non-borough activities held at/in Borough owned facilities. The facilities are not available for private reservation on dates and times parking is needed for Borough activities. In addition, the Borough, reserves the right to cancel any scheduled activity up to 24 hours before the scheduled activity, should circumstances warrant the Borough's need for the space. Examples of activity that could pre-empt a reservation include but is not limited to Emergency Public Meetings and Use of the facility for Emergency Management Activity. The Borough will not pre-empt a reservation without cause related to its responsibility to provide for the health, safety and welfare of the community. A full refund will be made under these circumstances.
2. The Borough will follow to the best of its ability and require all users to follow and abide by all Pennsylvania State and CDC Health Guidelines for gatherings and use of public space. In the case of County Wide Shut downs due to a Pandemic or similar public health crisis, events may be canceled and refunded by the Borough. **Failure**

to abide by any public health restrictions in place at the time of the event may result in immediate shut down and issuance of a Cease-and-Desist order from the Borough or the Borough's representative. In this event, all fees paid are non-refundable and fines and penalties may apply.

3. You must be at least 18 years old to reserve a Borough facility.
4. Events for children under the age of 18 require one chaperone per 10 children. The application shall indicate and estimated number of children and list the responsible adults' names, emergency contact information and home address.
5. A Facilities Use Agreement and Liability Waiver and Release is required for all reservations.
6. In addition to a Facilities Agreement/Waiver of Liability, Individual Rentals for the Community Room, Meeting Room and Plaza, and Public Toilets require proof of personal liability insurance through a Homeowners or Renters Policy with liability coverage in accordance with the schedule below. Proof of Insurance must name Schwenksville Borough as well as the Borough's elected and appointed officials as the additional insured. **See Insurance Requirements below.**
7. Facilities shall be reserved on a first come, first served basis, based on when the application is deemed complete. Where a reservation fee is required, the reservation is not confirmed until such fee is received and receipted by the Borough.
8. Meeting Rooms and the Community Room may be reserved no more than twice per month by any organization without express permission of the Borough Manager.
9. Use of Borough Facilities may be reserved up to one year in advance.
10. Borough Facilities are not available for reservation for any of the following reasons:
 - a. To hold religious services.
 - b. For political campaigning
 - c. For Commercial Enterprise
 - d. For Pan Handling.
 - e. As a headquarters or mailing address for any organization.
 - f. When the use violates the Borough's Equal Opportunity Provider and Employer Status or encourages or does discriminate based on Race, Color, National Origin, Religion, Sex, Age, Disability or Sexual Orientation.
 - g. Or, when in the opinion of the Borough, the use of the facility might endanger public safety or cause disorder or not align with the purpose and mission of the Borough or does not promote community well-being.
 - h. Any application for a new use or activity that is considered to by the Borough to be atypical shall be reviewed individually with final determination made by the Borough Manager.
11. **A non-refundable reservation fee** is due at the time of application. This fee is applied to the Usage Fee. **The balance is due two weeks prior to the event.** Failure to pay the balance when due will result in a cancellation of your reservation.
12. **A Security Deposit is due two weeks prior to the event; payment via credit card or e-check via Municipay is preferred. A personal check or cashier's check will be accepted with ID.**
13. **All Reservations are subject to the Cancelation Policy listed below.**
14. All Reservations include an hour set up time and a half hour shut down time.
15. All reservations are subject to the General Rules and Regulations adopted for individual facilities as well all Borough Ordinances, Policies and Procedures.
16. See requirements and rules for each individual facility available for reservation.

B. Rules

1. The Borough's Peace and Good Order Ordinance is in effect.
2. All facilities' rules and regulations are in effect. Meadow Park is closed from Dusk to Dawn.
3. Music must be turned down by 10:00 PM in facilities other than Meadow Park and events must end by 11:00 PM.
4. Trash & Recycling generated by the Event must be removed by the Applicant. The facilities, including the bathrooms, must be left in the condition it was found in. Utilization of Borough trashcans/toters or dumpsters is not permitted and is under surveillance.
5. Alcoholic Beverages are not permitted for sale or consumption without a Special Event Beverage Permit as may be permitted by Schwenksville Borough in the future.
6. Smoking and use of illicit drugs or marijuana on Borough property is prohibited.
7. Bathrooms, when in use, must be left locked and secured at the end of the event and left in a sanitary condition.
8. All interior lights must be turned off upon departure and all doors must be closed and secured.
9. The Borough is not responsible for personal items lost, stolen or left behind or for any damage to vehicles parked on Borough property.
10. The Applicant is responsible for knowing what the rules and regulations are and following them.
11. All Security Deposits will be kept by the Borough if in the opinion of the Borough the condition of the facilities post event warrants it.

II. INDIVIDUAL FACILITY RULES & INFORMATION

A. Meadow Park: Rental includes private use of the Pavilion and up to six picnic tables, two charcoal grills. Public Bathrooms can be reserved with a Certificate of Insurance Required. Pavilion has lighting and two 20-AMP electrical receptacles. Meadow Park closes at dusk.

1. Meadow Park is located within a floodplain and is subject to flooding. The Borough will do its best to make sure the park is in suitable condition for your event. However, should a flood related event occur prior to and up to/on the date of your reservation, and the Borough feels it is necessary to close the facility, you will be notified of the condition of the park and be allowed to choose a new date or receive a full refund. However, if the facility is open and the applicant chooses to cancel the reservation due to weather related conditions, the reservation fee will not be refunded. Use of the park and meadow parking are at users own risk with the knowledge that it is located within a Floodplain.
2. Vehicles ARE NOT permitted to drive across the meadow or down the ramp without express permission and guidance from the Borough. Please note, that while the meadow may appear to be dry, it may not be sufficient for vehicles. There is also an underground drainage system that you will be liable for if it is damaged. The Borough will hold the applicant responsible for any damage done as a result of not following this rule.
3. The ramp to the Pavilion is ADA rated for handicap accessibility via wheelchair.
4. The remainder of the park facilities, including the playground, boat ramp, meadow area and shared Trail/Park parking remain open to the public for use and enjoyment.
5. Problems with other park users are to be reported to the Borough at info@schwenksville-pa.org IMMEDIATELY or if necessary, by calling 911 for the State Police.
6. All Applicants wishing to have access to the restrooms must request so on the application form, must supply a Certificate of Insurance per the requirements contained herein; and are subject to a \$25.00 cleaning fee.
7. Groups of 25 or more people who wish to use Meadow Park must apply for a Park Pavilion Permit whether they intend to use the pavilion or not. This is due to the impact on parking and trash collection. This includes events like The Perkiomen Sojourn, Girls Scout or Boy Scout Activities in the Meadow, etc.

B. Meeting Room: Reservation of the Borough Council Chambers Meeting Room for meetings and programs of an informational, educational, cultural, or civic in nature use is permitted. The Meeting Room Reservation includes use of the Meeting Room and Borough Hall restroom. Shared parking during daytime hours and after dusk parking is permitted.

1. Borough Meeting needs take scheduling priority.
2. The Meeting Room is for small assemblies with an occupancy capacity of 30.
3. The Meeting Room is for meetings, workshops and administrative activities.
4. Gum chewing is not permitted.
5. Any furniture moved around must be returned to its original formation. Do not drag tables or objects that will damage the floor.
6. No food or beverages are permitted in the Meeting Room.

C. Community Room: Reservation of the Community Room is for large group, low impact activities, functions, celebrations, presentations, meetings, workshops, gatherings or other similar activities and includes a caterer's kitchen and restrooms. The Room is 49' wide by 38' deep. Maximum capacity of the room is 126 people. Parking is limited to front parking spaces/shared Trail/Park parking, parking in the Meadow and on street parking (approximately 60 spaces).

1. No sports or activities involving balls.
2. Garage doors must be closed by 10 PM.
3. Organizations or individuals using the Community Room must take proactive steps to ensure the safety of all exhibit items.
4. Currently 16 eight-foot rectangular tables and 100 folding chairs are available. These are stored off site and use of them must be requested in advance.
5. All other tables and seating for function must be rented by the user.
6. Do not drag tables or objects that will damage the floor.
7. Kitchen includes Refrigerator/Freezer, Microwave, Coffee Maker, Sink and counterspace for plug in accessories and pre-cooked food. Users of the kitchen are responsible for any clean-up needed. Trash and recycling shall be removed from the building. Kitchen Cabinets are only for temporary use and are not for reservation.
8. Bathrooms shall be checked and picked up before leaving.
9. Bay Doors may be opened or closed. Closing of the front parking lot for spillover use of the Plaza must be indicated on the application and subject to an additional fee. Any damage, malfunction or problem must be reported immediately to info@schwenksville-pa.org.
10. For additional charges, a storage cabinet is available for monthly rentals. Cabinets are assigned by the Borough on a first come basis and must be reserved annually. No private locks on the cabinet are permitted.
11. **The Community Room is under Video Surveillance.**

D. Cabinets: A limited number of storage cabinets are available for reservation at a cost of \$50 per year on a first come first serve basis.

1. One cabinet per organization.

2. The door may only be locked with the lock provided by the Borough.
3. The Borough reserves the right to search any cabinet.
4. The Borough shall be held harmless, and a waiver of liability shall be provided in the event anything is lost, damage or stolen.
5. No food, or perishables that may attract bugs or rodents may be stored.
6. No hazardous, or flammable materials may be stored.
7. No firearms or weapons may be stored.
8. The Borough reserves the right not to renew a cabinet reservation or to terminate the current storage agreement for any reason.

E. Community Room with Plaza: Reservation includes Community Room as described above and subject to the same conditions listed above and use of the Main Street Plaza described below with similar conditions. When used in combination the front parking lot must be closed off for safety of pedestrians. Plaza can be set up as outdoor reception area.

F. Main Street Plaza: Reservation of the Plaza is for group, low impact activities, functions, celebrations, meetings, workshops, civic minded gatherings, public entertainment, or other similar activities that are advantageous to the general public, promote community well-being and in the opinion of Schwenksville Borough are in the best interest of the public. Public Restrooms may also be reserved.

1. No sports or activities involving balls, wheels or skateboards.
2. Maximum Capacity is 126 people.
3. Other than the streetscaping furniture installed at the Plaza, the Borough does not provide additional chairs or tables. Existing benches and planters may not be moved.
4. Trash and recycling shall be removed by the applicant following the event. The use of Borough trash cans, totes or dumpsters is not permitted and is under surveillance.
5. When in use, Restrooms shall be checked and picked up before leaving and must be secured.
6. Any damage, malfunction or problem must be reported immediately to info@schwenksville-pa.org.

G. Public Restrooms: Public Restrooms are available and accessible from the rear of the Community Center on the south side of the building.

1. A Certificate of Insurance is required with Reservations.
2. A \$25.00 cleaning fee must be paid in full for use of the public restroom.
3. The Restrooms must be checked before and after an event. You will be held responsible for the condition it is found in the next day.
4. The Restroom access door shall not be propped open during an event and must be confirmed secured at the end of the event.
5. The Restroom Vestibule is under Video Surveillance and the use of the code for access to the restroom is recorded.

H. Insurance requirements

1. All reservations are considered incomplete without a Waiver of Liability Form and as applicable a Certificate of Insurance naming Schwenksville Borough as an additional insured with limits of:
 - a) *\$500,000.00 each occurrence.*
 - b) *500,000 personal and advertising injury,*
 - c) *\$1,000,000 general aggregate; and*

2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
 - a) *Liability arising from premises and operations;*
 - b) *Liability arising from products and completed operations;*
 - c) *Contractual liability including protection or the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;*
 - d) *Liability arising from bodily injury to spectators.*

3. The Borough and the Borough's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy in respects to Applicant's use or occupancy of the premises of the Borough. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by the Applicant to evidence its purchase of commercial general liability insurance:

This policy is amended to include as additional insureds the Borough of Schwenksville and the Borough's elected and appointed officials, officers, agents, employees, and authorized volunteers, but only for liability arising out of your operations on, at, or adjacent to premises of the Borough, "your product" or "your work".

J. Fees

1. Usage time starts at your event start time and through the event end time or 11 PM whichever is later. You will have one hour to set up and one half- hour to clean-up and leave the facility without any additional charges. All access codes will be activated one hour before the event time and will deactivate a half-hour past the even end time or 11 Pm.
2. Reservation fee/deposit is Non-refundable but is applied to the Usage Fee. The balance of Usage fee and Security Deposit is due two weeks prior to the event.
3. A credit card or e-check via Municipay is preferred for the security deposit, however a personal check or cashier's check will be accepted with ID. The security amount will be refunded upon a satisfactory inspection of the facility after the event. There is a service fee of 2.65% or \$3.00 minimum to cardholders.
4. The security will be kept if, in the opinion of the Borough, damage or clean-up is necessary. An insurance claim will be filed against the applicant's insurance for any damage more than the security deposit.
5. Cancellation Policy:
6. Reservation Fees are non-refundable; however, they may be applied to an alternate date.
7. Any cancellation made more than two weeks prior to the scheduled event will receive a refund of the Usage Fee balance (if pre-paid) & Security Deposit (less the reservation fee and Municipay service fees).
8. Less than two-weeks prior to the scheduled event: Usage Fees are not eligible for a refund except for as called out for herein. Security deposits will be returned/credited.
9. Cancellation by the municipality due to the condition of the facility, Borough Emergency Use of the Facility or concerns for public safety will entitle the applicant to choose a new date to reschedule the event or a full refund will be made.
10. For Meadow Park Reservations Only - If the facility is deemed open by the Borough, cancellation by the applicant due to the weather forecast or conditions of the facility will result in a 50% refund and release of the Security Deposit, or selection of an alternative date.
11. NO SHOWS =NO RFUND.

Facility	Reservation Deposit Fee	Total Fee	Security Deposit
Meadow Park Pavilion	\$20.00	\$60.00 per diem.	\$25.00
Meeting Room	\$20.00	\$45 per night or \$220 per year	\$25.00 per night or \$100.00 per year
Community Room	\$50.00	\$50 for first hour + \$35 per additional hour or fraction thereof, including hours of multi-day events. Per Diem.	\$250.00
Storage Cabinet		\$50.00 per year	
Community Room with Plaza	\$60.00	\$60 for first hour +\$45 per additional hour or fraction thereof. Per Diem.	\$250.00
Main Street Plaza/Pavilion	\$20.00	\$60.00 per diem.	\$25.00
Public Restrooms	\$25 cleaning fee per occurrence	\$25.00	Certificate of Insurance Required

12. In lieu of paying the above referenced fees except for the cleaning fee, a limited number of scholarships will be awarded to local Not-For-Profits with a valid 501 C3 registration who directly service residents of Schwenksville Borough; all scholarship recipients are expected to volunteer to do community service for the Borough. Ideas for community service include:

- a) *Provide Volunteers to help out at Community Day.*
- b) *Participate in Park Clean Up Days.*
- c) *Weeding of the Plaza and around the Municipal Building.*
- d) *Donation of/planting of flowers or trees.*
- e) *Other ideas & suggestions are welcome.*

- J. Procedures – see www.schwenksville-pay.org.
1. Submit an on-line Facilities Reservation Application from the Borough's website.
 2. The Borough will respond via email to confirm the dates/times are available and what the fee is and provide you with a Facilities Use Agreement and Waiver of Liability Form that must be printed, signed in blue ink and returned to the Borough.
 3. Use MuniciPay/https://www.schwenksville-pa.org/borough_services/administration/pay_on-line.php on line payments link from website to pay the Reservation Fee or entire Usage Fee. Checks will also be accepted up until two weeks prior to the event. You can also pay the Security Deposit on-line.
1. The Borough will email confirmation of receipt of the Reservation Fees/Payments, Facilities Use Agreement, Waiver of Liability Form and Certificate of Insurance as applicable. The reservation is not completed until the Borough has received this paperwork. The Borough will hold the dates for you for up to two weeks prior to the events at Borough Hall & Community Center or 24 hours in advance of the reservation for last minute bookings.
 2. **RESERVATION IS CONFIRMED WHEN THE BOROUGH EMAILS YOU CONFIRMING RECEIPT OF the completed Facilities Use Agreement Form, Liability Waiver and Release Form and Proof of Insurance.**
 3. No later than two weeks prior to the event, the balance of the Usage Fee is due [Fee less Reservation Fee] along with the Security Deposit. The Security Deposit is best provided with a Credit Card or E-check via the MuniciPay application on-line. **The Reservation will be cancelled if this step is not followed. Access to secured facilities will be denied without payment in full and required paperwork.**
 4. No later than 24 hours prior to an event, upon verification that all of the required forms and payments have been received, you will receive information on how to access facilities that are locked.
 5. Email all signed forms and proof of insurance to info@schwenksville-pa.org.
 6. Security Deposits made via MuniciPay will be credited the week following the event after a facilities inspection. Security Deposits made via personal check or cashier's check will be refunded within 30 days as part of a monthly Bills List approved by Borough Council.

K. Publicity: Publicity for any event in the Meeting Room, Community Room, on the Plaza, or in Meadow Park must CLEARLY STATE, that the organization or individual applicant is the sponsor of the event and the Borough Facility is the Location. Further, the Borough's phone numbers and social media are not to be included in any news release, social media posting or flyers publicizing the event. The address for all facilities is 300 Main Street.

L. Policy: Schwenksville Borough reserves the right to modify, interpret, amend, or supplement this policy (and any rules and regulations) as it deems necessary. At its discretion, Schwenksville Borough may exempt itself, or any other organization, as the Borough deems appropriate, from the restrictions and requirements of this policy.

Adopted this 10th day of June, 2021 by Schwenksville Borough Council.

SCHWENKSVILLE BOROUGH COUNCIL

Lee Ann Miller

Lee Ann Miller, Vice President

Joseph Giunta

Joseph Giunta, Mayor

ATTEST:

Gail L. Phillips

Gail L. Phillips, Secretary