

WEST READING BOROUGH BICENTENNIAL HOUSE NON-RESIDENT AGREEMENT

Name of Person Renting Facility: _____

Contact Phone #: _____ Date of Event: _____

Email: _____

Time of Event: _____ Time of Requested Access to Facility: _____

This Agreement between the Borough of West Reading, Berks County, Pennsylvania (hereinafter referred to as "Borough") _____ a non-resident, **21-years of age or older** residing at _____, (hereinafter referred to as "Applicant").

Whereas, the Borough had built a one-story meeting house known as the West Reading Bicentennial House, located on the tract of ground known as 201 Playground Drive in the Borough of West Reading, Berks County, Pennsylvania.

Whereas the Applicant desires to utilize the Bicentennial House for the purpose of a _____ during the time, which has, been posted on the official Bicentennial House calendar.

Now, on this _____ day of _____, 20____ the Borough and Applicant agrees as follows:

1. The Borough has provided a burglar alarm system and the following list of portable equipment for the Applicant's use:

1 black fireplace screen	4 covered waste receptacles	1 wet mop & bucket
1 microwave	1 6' step ladder	1 dry mop
2 fire extinguishers	1 refrigerator	1 cast iron rack
2 soap dispensers	1 American Flag stand	1 open waste receptacle
40 stacking chairs	10 large tables	1 stove
1 floor mop		
2. The Borough has decorated and maintained the interior of the Bicentennial House facility suitably. When using this facility, all equipment must be returned to the proper condition before leaving. This includes returning tables and chairs to appropriate storage areas, trash and recycling in proper containers (trash must be placed in the dumpster at the rear of the building), lights off (except where designated), all decorations removed (including tape), floors swept and mopped, kitchen sink and surrounding area cleaned and all contents from the microwave oven, refrigerator and oven emptied and cleaned. _____ (initials)
3. The Applicant assumes full responsibility for payment for any damages sustained to any of the equipment listed in item 1 of this Agreement and/or any aspect of the Bicentennial House. The Applicant understands that he/she will forfeit the security deposit and will pay any additional charges exceeding the \$100 deposit. Payment shall be rendered to the West Reading Recreation Commission within thirty (30) days following the date of damage. _____ (initials)
4. The Applicant shall assume full responsibility and understanding of the operation of the alarm system. _____ (initials)
5. The Applicant agrees that this Agreement entitles him/her to use of the following: first-floor meeting room, lavatory and kitchen facilities, the lawn area directly outside the front of the

Bicentennial House, and the parking lot. Any trespassing on other areas of the exterior grounds is prohibited. _____ (initials)

6. The Applicant agrees to thoroughly clean the facility and return it to the proper condition upon completion of their event. Anyone neglecting to return the facility to the appropriate condition will forfeit the \$100 deposit. _____ (initials)
7. The Applicant acknowledges that the \$100 deposit will be returned once the facilities have been inspected and the key returned to Borough Hall. The deposit may be requested from Borough Hall on the Wednesday following the event. _____ (initials)
8. No alcoholic beverages or illegal drugs are permitted on the property. Smoking is strictly prohibited within any Borough building. Pets are not allowed to enter any portion of the facilities, except for a trained service animal that is assisting a physically challenged individual. Pools and bounce houses are prohibited unless proof of insurance is provided. _____ (initials)
9. No Candles or Open Flames are permitted (except candles on a cake). Please extinguish birthday candles properly. _____ (initials)
10. Any unwarranted damage will be the financial responsibility of the Applicant. _____ (initials)
11. Access to set up and decorate is guaranteed two hours before the event. Additional time may be granted with approval from West Reading Borough Staff or the Parks and Recreation Director. Events must be concluded by 10:30 PM and premises cleaned and vacated by 11:00 PM. _____ (initials)
12. Refunds are granted to Applicants who request cancellation a minimum of 48 hours before the anticipated use of the facility. _____ (initials)
13. The maximum occupancy of the Bicentennial House is 40 people. _____ (initials)
14. The Applicant is responsible for all areas of the facility and its contents during the entire time of their occupancy and must be present during the whole period of use. The Applicant is liable for all costs, expenses, fees, property damage, and/or personal injury occurring or sustained by any individual in attendance. _____ (initials)
15. Whenever any conduct or acts of individuals in attendance are determined to violate the rules governing this facility or in violation of any statutes, ordinances, or regulations of the Commonwealth of Pennsylvania or the Borough of West Reading, the privilege to use the facility will be terminated immediately. In addition to expulsion, the West Reading Police Department may arrest, detain, or issue citations to any individual found to be in violation. _____ (initials)
16. Terms and conditions of the Borough of West Reading Hold Harmless Agreement must be acknowledged and signed by the Applicant. _____ (initials)
17. Reservations are considered on a first-come, first-served basis and are not guaranteed until all fees are paid and the application is executed. _____ (initials)
18. In case of emergency regarding use of the facility, please get in touch with West Reading Borough Hall at 610-374-8273 during regular business hours (Monday – Friday 8AM-5PM). After hours, please call the non-emergency West Reading Police Department at 610-373-0111. _____ (initials)

19. Final payment, if there is any, and the key deposit for the rental facility must be picked up no later than 5:00 PM on the business day before your event. If Borough Staff are called in after hours to issue a key, an additional fee could be applied. _____ (initials)
20. The Applicant agrees not to use the facility to distribute, sell, service, or rent any services or commodity or solicit a product for any reason without prior authorization from Borough Council (See [Section 303-3 G. & H.](#)). _____ (initials)
21. The Applicant agrees not to use the facility to hold any public meeting, rally, or engage in any marching or political forum without prior authorization from the Borough Council. (See [Section 303-3 R.](#)) _____ (initials)

Weekend & Holiday Daily Rental Fee: \$390; Weekday Rental Fee: \$175 (Monday-Thursday)

(50% due at time of booking; remainder due when key is picked up)

Date: _____ Amount Paid: _____ Cash ____ Charge ____ Check ____

Date: _____ Amount Paid: _____ Cash ____ Charge ____ Check ____

\$100 Cash Facility Deposit (due when obtaining the key on the last business day before the event)

By signing below, the Applicant agrees to the West Reading Bicentennial House policies, which have been outlined and initialed above.

Borough of West Reading

Non-Resident

Staff Signature

Applicant Signature

Date: _____

Print Name

Mailing Address

City, State, Zip

Bicentennial House Hold Harmless Agreement

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this _____ day of _____, 20____ that the undersigned, its heirs, executors, administrators and assigns, do hereby agree to indemnify and hold harmless and defend the Borough of West Reading, hereinafter referred to as "Borough", their agents, employees, officers, supervisors and directors from any and all liability whatsoever, including attorney fees by reason of any injury to persons, including death at any time resulting therefrom, or property arising out of the use of the Bicentennial House, West Reading, Berks County, Pennsylvania, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Borough, their agents, employees, officers, supervisors and directors. It is further understood and agreed that the undersigned shall, at the option of the Borough, defend the Borough, their agents, employees, officers, supervisors and directors with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

Name of Group (if applicable): _____

Name of Applicant: _____

Date of Reservation: _____

Hours of Expected Use: _____

By signing below, the applicant hereby acknowledges the hold harmless agreement and agrees to the terms therein (valid photo identification is required).

Signature

Mailing Address

Telephone Number