



THE FIRE PIT AT PENN TOWNSHIP PARK RENTAL APPLICATION & AGREEMENT

Thanks to the generosity of Marvel's Landscaping, LLC. Penn Township can offer the use of our park fire pit to the public. The beautiful fire pit is located by Gazebo #1 and #2, and across the path from the Pavilion. It is great for anyone looking to make s'mores in the park or wanting to have a little warmth for an evening party. The fire pit can be rented in conjunction with either the pavilion or a gazebo.

NAME OF APPLICANT/ORGANIZATION _____

NAME OF PERSON RESPONSIBLE FOR PARTY _____

*****Responsible party MUST be over 21 years old, you may need to present an ID for our file*****

ADDRESS OF APPLICANT _____

EMAIL _____ PHONE # _____

EVENT TYPE _____ ESTIMATED ATTENDANCE _____

DATE OF EVENT _____ TIME OF EVENT _____ TO _____

**CHECK HERE IF YOU ARE RENTING THE
PAVILION + FIRE PIT TOGETHER.**

☐

**4 HR RENTAL – EXTRA TIME WITH APPROVAL
TIME INCLUDES SET UP & CLEAN UP**

FEE SCHEDULE

We accept EXACT CASH, CHECKS and CREDIT CARDS. (There is a service fee for all credit cards payments)

	RENTAL FEE	+	DEPOSIT	+	SECURITY GUARD
FIRE PIT ONLY	\$60 CASH/CHECK/CC		\$100 MUST BE CASH		\$32/HOUR CASH/CHECK/CC
FIRE PIT WITH PAVILION	\$60 CASH/CHECK/CC		-		-

DEPOSIT IS DUE AT THE TIME OF RESERVATION. RENTAL & SECURITY GUARD FEE IS DUE TWO WEEKS BEFORE YOUR EVENT. IF FEE IS NOT PAID ON TIME YOU WILL GET ONE COURTESY CALL, AFTER THAT YOUR RESERVATION WILL BE CANCELLED. NO EXCEPTIONS.

For Office Use:

DEPOSIT _____ DATE PAID _____
RENTAL FEE _____ DATE PAID _____
SECURITY GUARD _____ DATE PAID _____

DEPOSIT RETURN

Your deposit will be returned to you ONLY after the township has inspected the rented space.

The applicant/person responsible must pick up the deposit. The township will not mail any deposits.

To claim deposit, simply, come into the office as soon as the next business day.

You have six (6) months to claim your deposit.

****FIRE PIT PROCEDURES****

- The scheduled security guard will unlock the fire pit lid.
- The renter will provide their own supplies: wood, lighter, fire starter, poker, etc.
- Penn Township will supply the renter with a hose hooked up to water, a shovel, and a bucket for ashes. The security guard will give the renter these items.
- When the renter is done using the fire pit, they will put out the fire and shovel out the ashes. The fire pit should be left in the condition that it was found.
- Your security guard will inspect the area and lock the fire pit.

I acknowledge that I have read and understood the Fire Pit Procedures. **Initial** _____

FIRE PIT RULES & REGULATIONS

PLEASE READ THROUGH THE BELOW RULES AND REGULATIONS CAREFULLY AND INITIAL AFTER EACH RULE.

- The **RESPONSIBLE PARTY (RENTER)** is solely **RESPONSIBLE** for any injuries to renter(s), event guests or park patrons while fire pit is in their use. Penn Township **CANNOT** be held accountable for ANY injuries. **Initial** _____
- **RENTER** is responsible for **ANY DAMAGES** done to the fire pit or park while fire pit is in their use. This could mean their deposit could be forfeited and/or they pay for the damages outright. **Initial** _____
- **RENTER** will provide their **OWN materials** to use the fire pit. **Initial** _____
- **Renter** **MUST** keep **spark screen** on fire pit while is in use. **Initial** _____
- **Renter** will **NOT** burn **ANYTHING** other than **wood** in the fire pit. This means **ABSOLUTLEY NO TRASH** is to be burned. **Initial** _____
- **ABSOLUTLEY NO flammable fluids** are to be used to light fire pit. This includes lighter fluid and gas. **Initial** _____
- **CHILDREN SHOULD NOT BE LEFT UNATTENDED** around the fire pit during the **RENTER'S** scheduled use. **Initial** _____
- **DO NOT** leave a lit fire pit **UNATTENDED** at any time. **Initial** _____
- The security guard is permitted to request that the **RENTER** extinguish the fire pit and clean up at **ANY TIME**, if they feel rules and regulations aren't being followed. **Initial** _____
- **RENTER** is responsible for making sure **fire is completely put OUT** safely and burned wood and ashes are placed into the provided 'ashes' bucket. **Initial** _____
- **MISUSE** of fire pit or park may result in forfeiture of the security deposit, fines, and loss of renting privileges. **Initial** _____

- **RENTER** is responsible for **cleaning up** the area around the fire pit. **Initial** _____
- The **fire pit** cannot be rented to parties with more than 75+ guests. **Initial** _____
- **ABSOLUTLEY NO ALCOHOLIC BEVERAGES ARE PERMITTED ON THE PREMISES AT ANY TIME.** **Initial** _____
- **SMOKING** is **NOT** permitted inside Penn Township Park. **Initial** _____
- **RENTER** and their guests **WILL follow ALL general park rules**, rules are posted at the entrance of the park along the fence. **Initial** _____
- The **security guard** or township employee assigned to the event should be **treated with respect at all times**. Their job is to open and close the township bathrooms (if they are supposed to be open), keep the building and park secure and ensure all rules and regulations are being respected. If the security guard has any issues with a renter or their guests not following rules, being disrespectful or breaking the law in anyway, they are advised to call 911 right away. **Initial** _____
- **MUSIC** can be played during the applicant's event. However, music should be appropriate for all ages (even if there are not children present at the applicant's event) and should be played at a reasonable volume. Sound amplification equipment is not permitted in Penn Township Park. All music **MUST** be stopped by 9 P.M. SHARP. **Initial** _____
- The park facilities can only be rented out when the park is open; Spring/Summer: 7 A.M. to 9 P.M. – Fall/Winter: 7 A.M. to 7 P.M. **Initial** _____
- Outside vendors and equipment, including but not limited to; food trucks, food carts, personal grills and bounce houses, etc. are **NOT** permitted inside Penn Township Park. In some cases, special permission can be granted at the discretion of the Board of Supervisors. **Initial** _____
- The applicant is responsible if any township property (including supplies) is removed or moved from the facility during their rental period. **Initial** _____

Penn Township assumes no responsibility, financial or otherwise, for personal items, judgments, expenses, or accidents/injuries sustained by individuals while using facilities. Neglecting to return the facility to its original condition may result, at minimum, in forfeiture of your deposit. Any theft or damage will be the financial responsibly of the individual/group renting the facility. The responsible party listed on this application will be the individual responsible for ensuring their guests follow all rules and regulations stated later in the agreement and any posted regulations. By signing below, I am certifying that the information stated on this application is true and accurate. I also acknowledge myself as the person responsible for my event and guests.

APPLICANT SIGNATURE _____ **DATE** _____

PLEASE READ THROUGH EACH REGULATION BELOW.

AS THE RESPONSIBLE PARTY **YOU WILL BE HELD ACCOUNTABLE** IF ANY OF THE RULES, REGULATIONS OR GUIDELINES ARE NOT MET. NOT MEETING ANY OF THE BELOW TERMS CAN/MAY RESULT IN FORFEITURE OF YOUR DEPOSIT AND/OR BEING HELD FINANCIALLY AND LEGALLY RESPONSIBLE FOR DAMAGES, ETC.

Rental Regulations

- ✓ Penn Township rents out their facilities as a courtesy to the community. The Penn Township Supervisors and office staff reserve the right to approve, deny or cancel any rental request **with or without reason**. As such; Penn Township does **NOT** rent their facilities out for fundraisers, soliciting purposes or for any public or private political function unless special written approval from the Penn Township Supervisors is granted.
- ✓ All applicants must be at least 21 years of age and must remain on site for the duration of the rental. Penn Township may require a copy of the applicant's driver's license for their records.
- ✓ **CANCELLATION/INCLEMENT WEATHER POLICY:** Rental cancellations should be made no later than four weeks in advance. Any fees paid to Penn Township will be returned to you, but returns can take several weeks and will most likely be given back in the form of a check. We understand emergencies happen, outdoor events are especially unpredictable. Should you need to do an emergency cancellation for weather or personal reasons, you may either reschedule your event or have a credit for a future rental. If you feel you will not use the credit, you may request a return of funds from the Board of Supervisors. This may take several weeks.
- ✓ Should you need to make adjustments to your rental reservation, you **MUST** contact the township office directly. Adjustments must be made no later than 5 days before your event. You **CANNOT** change or add time to your reservation the day of your event. The security guard will not accept any time changes not approved by the office. In the event you go over your scheduled rental time, you will be required to pay for the security guard's extra time. However, should you not use all your scheduled time, there will be no refunds or credits.
- ✓ **The applicant listed on this form is responsible for damages** and any township property that is stolen or missing, interior or exterior, during their occupancy of the township's facility. Applicant will pay to replace and repair the township's property immediately upon notification, as well as forfeit their deposit. Applicant is also responsible for any and all fines incurred during or as a result of their event.
- ✓ Penn Township and its supervisors, employees and contractors will not be held accountable or liable for any claims, demands, actions, etc. relating to the loss or damages of the personal property of an applicant and event guests. As such, Penn Township and its supervisors, employees and contractors will not be held accountable or liable for any claims, demands, actions, etc. relating to any type of injury sustained while on Penn Township property.

I have read, understood, and agree with all the Rental Regulations.

APPLICANT/PERSON RESPONSIBLE SIGNATURE

DATE

Penn Township Park Rules

When renting out our park facilities our park rules must also be followed.

- Park hours are from dawn to dusk. Use of the park outside this time is prohibited unless an event is sponsored or sanctioned by the Township.
- No camping and/or sleeping on park property or in any vehicles on park property.
- No disturbing of peace by any conduct.
- Fires are permitted in Township grills and fire pit only; private grills, stoves, or similar cooking devices are not to be used in the park. Open fires are strictly prohibited.
- Individuals, groups, or organizations are responsible for any damage to the park resulting from their use of facilities.
- Motor vehicles are permitted only on established access drives and within designated parking areas.
- Use of non-motorized recreational equipment (e.g., bicycles, skateboards, scooters) shall be limited to the Sports Park trails and are NOT permitted in the Community Park at 260 Lewis Road.
- Pedestrians, including runners: please remain on the trail, path, and walkway system within the park.
- The sale, consumption, or possession of alcoholic beverages or illicit drugs is strictly prohibited in the park and on Township property.
- Fireworks, knives, explosives, crossbows, bows and arrows, any other types of lethal weapons, or paint guns are not permitted in the park.
- Dumping is strictly prohibited in the Township dumpster or refuse bins.
- Park users are asked to preserve the scenic beauty, conserve natural resources, and protect wildlife and birds within the park. Please DO NOT feed animals (squirrels, birds, etc.).
- Respectful and appropriate behavior is always expected of park users.
- Dogs are strictly prohibited, except for service dogs, in the Community Park.
- Please exercise caution in the wetlands, Stormwater or drainage facilities and avoid creating hazardous conditions.
- The following activities are strictly forbidden within any Penn Township Park unless written authorization has been obtained from the Township Board of Supervisors or Director of Operations:
 - The distributing, selling, servicing, or renting of any supplies, equipment, material, or commodity; or soliciting for any reason.
 - Fundraising of any kind.
 - Organized sporting events or practices.
 - Organized classes of any kind.
 - Drone use.

(The written authorization must be on file with the Township office and/or in the possession of the party undertaking the activity and any conditions for the authorization must be satisfied.)

- The Township is not responsible for lost, damaged or stolen property.
- No hunting on any trail or other part of the park property is permitted.
- In case of an emergency, call 911.

Penalties

Any person(s) who violates any of these rules or regulations shall be guilty of a Summary Offense or Civil enforcement proceeding and shall, upon conviction, be sentenced to pay a fine not exceeding \$600 plus all court costs, including attorney's fees incurred by the Township as a result. Each day that a violation occurs or continues will constitute a separate violation.

APPLICANT/PERSON RESPONSIBLE SIGNATURE

DATE

***By signing this rental agreement, I have read all the policies, accept full responsibility for any and all damages, and I relieve Penn Township of any liabilities. Notice of any violations may forfeit entire deposit. In addition, you will be responsible for any additional charges due to damage and or clean up fees.**

- 1. I hear by release, waive, discharge and covenant not to sue Penn Township, its officers, servants, agents, and employees (hereinafter referred to as "releases") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by negligence of the releases, or otherwise, while using the facilities, or while in, on or upon the premises where the event is being conducted.*
- 2. I further hereby indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my use of the property, whether caused by the negligence of any or all of the releasees, or otherwise.*

Applicant Signature _____ **Date** _____

Print Name: _____

Township Employee Approval Signature: _____

FOR OFFICE USE ONLY

Memos, specials requests and/or correspondence between renters and office staff.
