

BOROUGH OF HELLERTOWN

685 Main St., Hellertown PA 18055

Phone: 610-838-7041 Fax: 610-838-0500

www.hellertownborough.org

FACILITY USER'S AGREEMENT

PLEASE PRINT LEGIBLY AND FILL OUT FORM COMPLETELY

TO:

THIS USER'S AGREEMENT, concluded, executed and delivered in duplicate this _____ day of _____, 2021, by and between:

THE BOROUGH OF HELLERTOWN, a municipal subdivision of the Commonwealth of Pennsylvania, situate in Northampton County, hereinafter designated as "Borough", a party of the first part;

AND

hereinafter designated, "party of the second part"

WHEREAS, the Borough is the owner of, and in possession and control of, several pieces or parcels of land situate in the Borough of Hellertown, Northampton County, Pennsylvania, which constitute and comprise the Hellertown Park System, and;

WHEREAS, the Party of the Second Part desires to use those certain portions of the Park System, commonly known as the _____ for the conduct of its _____, and;

WHEREAS, the Borough and the Party of the Second Part both desire to enter into a written agreement governing the use and operation of the aforesaid portions of the Park System during the term commencing with the date of execution of this Agreement and terminating on _____ of the year first written above.

WITNESS, that in consideration of the covenants herein and the mutual benefits to be derived herefrom, the parties hereto mutually covenant and agree:

1. During the period _____ inclusive throughout the term of this Agreement and any renewals thereof, the Party of the Second Part shall enjoy specific scheduling rights to the _____ and as set forth in Schedule A, attached hereto and made a part hereof by this reference.
2. The use of the Borough facilities as scheduled by the Party of the Second Part, and as contained in Schedule A hereto, shall be for the purposes of athletic contests/or practices only, as the case may be, and said shall be consistent with the purpose(s) of the Party of the Second Part and established by its charter, articles of incorporation or otherwise its organizational intent.
3. All renovations or improvements to the Borough facilities, as may be proposed by the Party of the Second Part, shall be undertaken only upon prior approval of Borough Council and shall be so undertaken at the expense of the Party of the Second Part. The Borough retains and reserves the right to make any renovations or improvements to its Park System facilities as approved or directed by Borough Council at the Borough's expense.

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4. Upon termination of this Agreement or revocation of the right of the Party of the Second Part to use the specified facility(ies), the Party of the Second Part shall have the right to remove only those improvements made to the subject premises by the Party of the Second Part and only so long as the improvements to be removed are:
 - a) removed from the premises within sixty (60) days of notice from the Borough to the Party of the Second Part to remove the improvements.
 - b) removed from the premises in a manner to avoid damages to the premises.
5. All lights, as may be installed at the premises by the Party of the Second Part pursuant to the terms contained elsewhere herein, shall be extinguished no later than 10:00 p.m., prevailing time, during the term of this Agreement, or renewals hereof.
6. No public address systems, electronic megaphones or other sound amplification systems are permitted to be operated in or about the Borough Park System after 9:00 p.m., prevailing time, absent of Borough approval.
7. The Party of the Second Part shall ensure that all litter and debris, as may be generated as a result of its use of the Borough facilities, is placed in proper waste receptacles. In the event the Party of the Second Part does not comply with this requirement, the Borough shall perform this work and bill the Party of the Second Part for all necessary materials at cost and said work at a labor rate not to exceed \$15.00 per hour.
8. The Party of the Second Part hereby acknowledges and recognizes the right and authority of the Borough to adopt and enforce rules and regulations for and pertaining to the Park System, and the Party of the Second Part hereby agrees to comply with such rules and regulations as are adopted, or as may be adopted in the future, as well as all applicable laws and ordinances.

The Party of the Second Part hereby agrees also to assist the Borough in its efforts to ensure that all rules, regulations, laws and ordinances are complied with by members of the Party of the Second Part's organization.

9. If, at any time during the term of this Agreement, or the term of any renewals hereof, as may be concluded between the parties hereto, the Borough Parks Department determines that the Party of the Second Part has violated any conditions(s) of this Agreement, the Borough staff shall submit written notice of such alleged violation to the proper authorities of the Party of the Second Part and to Borough Council.

Within fifteen (15) days of the issuance of such a notice, a hearing shall be held before Borough Council, at which all parties in interest may appear, to determine whether or not such alleged violation occurred, and Council shall determine what action is to be taken under each particular circumstances. Such action may included, but is not limited to, immediate revocation of the rights of the Party of the Second Part to use Borough facilities.

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10. During the period of use of Borough facilities, as provided under the terms of this Agreement and during the periods of use as may be granted to the Party of the Second Part by virtue of any renewals, hereof, the Party of the Second Part shall maintain in full force and effect any and all insurance coverages and limits as may be recommended by the Borough's insurance agent. The Party of the Second Part shall cause the Borough of Hellertown to be an additional named insured on all such policies. The Party of the Second Part shall document these insurance requirement by providing Certificates of Insurance to the Borough, no later than _____ of any year during which the Party of the Second Part is afforded the use of Borough facilities hereunder, or pursuant to any renewals hereof.
11. The Party of the Second Part shall execute and deliver to the Borough, the Indemnification, attached hereto and made part hereof by this reference, and said Indemnification shall apply also to any and all renewals as may be concluded by and between the parties hereto in the future.
12. On or before _____ of each year, the Party of the Second Part shall notify the Borough in writing of its desire to renew this Agreement for that year. Unless otherwise agreed to by the Borough, all terms and conditions of this original Agreement shall apply to any renewals hereof. This Agreement, and any renewals hereof, shall be given effect only upon action of Borough Council.
13. For the considerations granted to the Party of the Second Part pursuant to the terms of this Agreement, the Party of the Second Part shall **tender to the Borough, with the submission of this agreement, the sum of one hundred(\$100.00) dollars for the annual user fee.** Said monies to be deposited into the General accounts of the Borough of Hellertown for use as may be authorized in accordance with law.
14. The Party of the Second Part hereby confirms and acknowledges that the Borough is the owner of the real estate comprising the Park System, including the facilities as addressed by this Agreement, and that the rights of the Party of the Second Part pertaining to such real estate, or portion thereof, are limited by the terms of this Agreement and shall terminate upon expiration of this Agreement, except as otherwise herein provided, or unless sooner terminated pursuant to Item 10.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed and delivered the day and year aforesaid; and this Agreement shall extend to, and bind the parties hereto and their, and each of their, successors and assigns, however, this Agreement shall not be assigned without the express, written consent of the Borough.

BOROUGH OF HELLERTOWN

ATTEST:

By:

President of Council

Borough Secretary

ATTEST:

By:

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INDEMNIFICATION

WHEREAS, the undersigned desires to conduct a _____, upon public ways, roads, streets and/or other public property located, in whole or in part, within the Borough of Hellertown, Northampton County, Pennsylvania, on the date(s) of _____; and

WHEREAS, in order to obtain a Permit from the Borough of Hellertown to conduct said event, it is necessary that the undersigned execute and deliver to the said Borough, this Indemnification;

NOW, THEREFORE, in consideration of the premises within, the undersigned agrees to fully indemnify and save harmless the Commonwealth of Pennsylvania, the Pennsylvania Department of Transportation, the Borough of Hellertown, and all officers and employees thereof, and assume to total liability for any and all damage and/or injury occurring to any person or property through of in consequence of any act of omission of anyone associated with and/or participating in the said event.

IN WITNESS WHEREOF, an intending to be legally bound, the proper and empowered officers of the _____ have set their hands and seals this _____ day of _____, 202_____.

By:

By: