

# **Borough of Swissvale Parks & Recreation Board Conditions of Use – Memorial Park Pavilion and Fields**

## **Additional Fees:**

A. Security Deposit - \$50.00

The Security Deposit is due at the time the permit reservation request is submitted. The renter assumes all financial responsibility for any damage or loss to the facility, which includes damages above and beyond the costs of the Security Deposit. All rental parties are expected to leave the building and grounds free of debris. Upon satisfactory inspection of the facility, the total amount will be returned by mail. Any cleaning or repairs that are performed by Borough or Swissvale employees will result in a reduced return of the Security Deposit.

B. Alcohol Permit Fee - \$50.00

If the renter intends to provide alcoholic beverages, they will need to complete a Municipal Alcohol Permit with the Borough of Swissvale Administrative Office and submit a copy of the Alcohol Permit and \$50.00 with the Rental Fees.

## **Park Rental Policies & Rules**

### **Section 1 - Reservation Policies**

A. Borough of Swissvale Parks are available for rental from 10:00 a.m. – 9:00 p.m. daily. Permit requests will only be accepted in person, at the Borough of Swissvale Municipal building, 7560 Roslyn St, 15218. Telephone reservations are not accepted.

B. Swissvale residents, businesses, and organizations may reserve the facility up to 1 year before the requested date. Non-residents may not reserve the facility. Proof of residency must be presented at time of permit request. Reservations are on a first-come, first- served basis and are pending approval by borough administration and the Swissvale Recreation Board.

### **Section 2 – Required Reservation Documentation**

A. Due at the time the Park Permit Application is made: Proof of Residency; Completed Facility Use Application; Rental Payment and Security Deposit; Alcohol Permit and Payment, if applicable; Indemnification Statement; Certificate of Liability Insurance (if required)

### **Section 3 – Enforcement of Rules**

Municipal Police Officers shall strictly enforce the PA Motor Vehicle Code, the PA Crime Codes and any and all other legislative or municipal enactments concerning and relating to the use of the Borough of Swissvale Parks.

### **Section 4 – General Rules**

A. Use of the Borough of Swissvale Parks shall be restricted to the areas identified on the approved Park Permit Application.

B. The person who obtains the rental is responsible to be present during the function, and be responsible for the group's general conduct.

- C. The nature of the function and any related activity are limited to the events described in the Park Permit Application. Any event beyond that selection will be subject to additional fees and/or eviction from the facility.
- D. The renter and his/her guests, invitees, and members stand as licensees of Borough of Swissvale.
- E. Must be at least 21 years old to rent the facility.
- F. Electrical amplification equipment is ONLY permitted with the permission of the Borough Manager.
- G. The building, pavilion, equipment and all grounds must be left clean and orderly.

**Section 5 – Decoration and Signage**

- A. All Decorations must be restricted to the tables and/or free standing.
- B. Nothing may be affixed to the pavilion, building or fencing.
- C. No candles or fires of any kind.
- D. In the event that signage is required, it must be approved by the Borough Manager. All decorations and signage must be removed within 1/2 hour of the end of the rental agreement.
- E. The renter is responsible for clean-up and removal of all decorations and signage and any damage that is a result of the decorations and signage set-up and/or removal. If the renter fails to comply with these Decorations and Signage Rules, they will forfeit all or part of their security deposit. If the costs involved with clean up or repair resulting from the decorations or signage exceeds the amount of the security deposit, the renter will be billed and responsible for paying the additional expense. The renter and his/her immediate family will not be permitted to further rent Borough of Swissvale Parks facilities nor participate in Swissvale Parks & Recreation programs until all expenses are paid in full.

**Section 6 – Supervision**

- A. The renter is responsible for the supervision and conduct of all individuals that are provided access to the areas specified in the Park Permit Application. Borough of Swissvale reserves the right to expel any renter or guest if deemed necessary (with forfeiture of any rental fees and security deposit). The renter may also be subject to fines and liability for the actions resulting in the expulsion.
- B. The renter is responsible for the adult supervision of all children in attendance of the function at all times. At no time shall a child not yet twelve years of age be permitted on the Borough of Swissvale Parks grounds without a parent or custodian eighteen years of age or older accompanying such individual.

**Section 7 – Alcohol**

- A. The renter is solely responsible and legally liable for any alcohol served to, consumed by or possessed by his/her invitees and guests in connection with the function and is subject to all provision defined in this document. A Municipal Alcohol Permit must be on file with the borough and must be paid for when the Park Permit Application is submitted.
- B. There is a \$50.00 Alcohol Permit Fee, which must be submitted and paid for with the Municipal Alcohol Permit Application.
- C. The dispensing of alcoholic beverages is limited to five (5) hours, and is strictly forbidden during the last hour of the total rental time.

D. All alcoholic beverages must be consumed within the confines of the rented area as designated in the Park Permit Application.

E. Renters may not charge fees for service or provisions of alcohol.

F. Glass bottles are strictly prohibited. All alcoholic beverages must be distributed in non-breakable containers.

G. Any serving of, possession of or consumption of alcohol in a borough park without a Borough of Swissvale Alcohol Permit is strictly prohibited. Violators will be prosecuted.

### **Section 8 – Smoking**

A. All discarded cigarettes; cigars, smokeless tobacco, or cleaning of pipes must be fully extinguished and placed in a safe container designed for that purpose.

B. The renter is responsible for inappropriately discarded tobacco products found in and around the rented facility. If areas are left unacceptable, it will result in a reduction or forfeiture of security deposit.

### **Section 9 – Animals**

A. Animals are not permitted unless to aid the disabled at any function on the grounds.

### **Section 10 – Photography**

A. Borough of Swissvale reserves the right to photograph events for promotional purposes.

### **Section 11 – Gambling**

Gambling is prohibited. No ticket selling on grounds, unless the organization is a duly licensed and recognized nonprofit organization in accordance with the state "Small Games of Chance" law.

### **Section 12 – Music**

No music permitted after 9:00 p.m.

### **Section 13 – Cancellation Policy**

In the event of a cancellation, one-half (1/2) of the rental fee will be refunded if written notice is received no less than thirty (30) days before the rental date. If cancellation is less than 30 days before the rental date, no refund will be given. All security deposits and fees associated with the serving of alcohol will be refunded in the event of a cancellation.

### **Section 14 – NSF Check Policy**

Individuals who submit a non-sufficient funds check will be contacted and requested to make immediate payment in cash. In addition to the original payment amount, a \$25 service-charge will be due and collected at the time of payment. Failure to comply will result in loss of deposit and/or reservation date.