



## SAXONBURG PARKS AND RECREATION DEPARTMENT

420 W. Main Street  
Saxonburg, PA 16056  
(724) 352-1400 ext. 236 or 221

### SAXONBURG BOROUGH FACILITIES RENTAL CONTRACT

#### COOPER HALL & ROEBLING PARK RENTAL REQUIREMENTS

1. Your date **is not confirmed** until we receive your signed contract and payment of 1/2 of the rental fee.
2. **One-half (1/2) of the rental fee is due when the reservation is made.** The fees are based on the date you have chosen and are **NON-REFUNDABLE IF EVENT IS CANCELLED**. If your event is being postponed, we will apply the funds to the new date if you notify us prior to 60 days before the first date. Make checks payable to Saxonburg Borough Parks and Recreation.
3. **BALANCE IS DUE THIRTY-DAYS (30-days) PRIOR TO THE RESERVATION DATE.**
4. **At the time of payment of the rental fee balance, the cleaning/damage deposit of \$300 will be paid with a separate check(s) made payable to Saxonburg Borough Parks and Recreation.**
5. After use of Cooper Hall and/or Roebbling Park, the cleaning/damage deposit check will be shredded after it is determined all tables & chairs have been cleaned and returned to storage room, trash bags placed in dumpster, no trash/debris in Roebbling Park and surrounding areas of Cooper Hall and no damages to the facility to include damage made by vehicles not parking on the paved parking surfaces in parking lot and drive-ways.
6. **Event Liability Insurance naming Saxonburg Borough as an additional insured is required by ALL RENTERS. Event Liability Insurance must cover bodily injury, property damage and alcoholic beverage liability at a minimum of \$1,000,000.00. Please see your insurance company for more information and pricing. Saxonburg Borough does not provide coverage. Your event liability policy must not exclude communicable disease coverage. Your insurance company will need to provide acknowledgement that this exclusion is not on your policy.**
7. We encourage you to investigate event insurance. Should the facility not be rentable due to an Act of God or damages we will refund all funds received toward your event.
8. Access to Cooper Hall will be denied unless the following are received by Saxonburg Borough 30 days prior to the event: Contract signed by the renter, final payment of all rental fees, damage deposit, Insurance Certificate, Hold Harmless Agreement, COVID-19 Hold Harmless Agreement, and COVID-19/Coronavirus Addendum.

**\*\*If any requirement is not presented 30 days prior to rental date, all monies will be forfeited and rental canceled\*\***

## COOPER HALL & ROEBLING PARK RENTAL POLICY

1. Reservations are only guaranteed upon receipt of the Rental Fee Deposit and the information required by this form.
2. Reservations for Cooper Hall will be granted on a first-come basis to individuals and organizations.
3. Cooper Hall will be opened and closed by a Borough Representative and inspected when the hall is closed or the following day.
4. If a renter wants the hall the day before the event for setup, or the day after for cleanup, the hours would be 8:00 am to 9:00 pm, unless other arrangements are made and approved by Saxonburg Borough.
5. Hall is opened at 8:00 am the day of the event. All music and activities are to be completed by 11:00 PM.
6. Cooper Hall is to be vacated by 11:30 PM or earlier. No exceptions. At this time, the building will be locked. The cleaning/damage deposit will be forfeited if the renter does not comply.
7. If personal belongings or rented items are not removed by the end of the rental period, the cleaning/damage deposit will be forfeited.
8. Only those individuals authorized by the sponsoring organization/renter shall be permitted in the building and park.
9. There will be **NO glitter, confetti, or unsecured balloons** allowed. Nothing is to be hung on or from the walls of Cooper Hall, doors or door glass, without prior approval of Saxonburg Borough. Decorations hung from the suspended ceiling, must be hung with proper ceiling tile hangers.
10. No open flames permitted. **Battery-operated votive candles or similar battery lights only.**
11. Opening any garage doors in Cooper Hall will not be permitted for any reason. Doors are to remain closed before, during and after the event.
12. The tables & chairs in Cooper Hall are set in the desired arrangement by the renter. As part of the "clean-up" of Cooper Hall, tables & chairs are to be wiped down & free of debris and returned to the storage room to the original location. **Failure to comply will result in the forfeiture of the cleaning/damage deposit.**
13. The kitchen is a CATERING KITCHEN ONLY. The gas range is for warming prepared foods ONLY!
14. You will need to provide your own keg tap.
15. **Alcoholic beverages must be consumed inside of Cooper Hall. No alcoholic beverages are permitted outside of the Hall. Alcoholic beverages will not be provided to or allowed to be consumed by any individual under the age of twenty-one (21) years. The renter is responsible for ensuring all attendees observe this policy.**
16. **Smoking inside Cooper Hall is prohibited.** If cigarettes are smoked outside of Cooper Hall, we request the "butts" be placed inside of the containers placed outside each door.
17. **The use of the two video screens is limited to within Cooper Hall only.**

18. Approval from Saxonburg Borough Representative on location and set-up of party/large tents must be obtained prior to the rental date. NO EXCEPTIONS! No stakes are to be driven into grassy areas to support the erection of such enclosures. The use of sandbag anchors or cement anchors is required.
19. No campfires or any other open fires are permitted in the park or surrounding areas.
20. No vehicles are permitted in the Park. Parking is only permitted on the paved parking lot. No parking is permitted in grassy areas. No parking on either side of WaterStreet or Rebecca Street. The parking areas are rented separately on occasion. Recreational Vehicles may occupy the parking pad areas adjacent to Cooper Hall.
21. All parking of event vehicles is to be done on approved parking areas in front of the Museum and side of Cooper Hall ASPHALT SURFACES ONLY. Parking on the west side of N. Rebecca St. (in the grassy areas across N. Rebecca St from the park & museum) is not permitted. THERE ARE NO EXCEPTIONS AND MAY BE SUBJECT TO TOWING AT OWNER'S EXPENSE.

## **ACKNOWLEDGMENT**

It is hereby understood and agreed that Saxonburg Borough will make available Roebing Park, its buildings and other facilities and that I/we, the undersigned, acting on behalf of all participants, both individually and collectively hold harmless Saxonburg Borough, Saxonburg Parks and Recreation Department, its officers, employees, and volunteers, from and against all claims for injuries to our program participants or invited spectators resulting from our/their use of these facilities. The user hereby agrees to assume full responsibility for any and all accidents.

The undersigned lessee agrees to be entirely responsible for any and all losses, damages or other injuries to property owned by Saxonburg Borough while the undersigned lessee and/or their guests are on Borough property. Furthermore, the undersigned Lessee understands that all rental fees paid to Saxonburg Borough are non-refundable and that Saxonburg Borough will not be responsible for the loss, damage or theft of personal property of, or personal injury to, those occupying the facility.

It is understood that I accept this condition in return for the use of the Roebing Park, its buildings and other facilities on the days and times made available by Saxonburg Borough.

All participants should be notified that Saxonburg Borough's liability for injuries is limited as defined under the Political Subdivision Tort Claim (330-1978) and the Recreation Use of Land and Water Act. We agree to notify the parents or guardians of all minors that they, and not Saxonburg Borough or Saxonburg Borough Parks and Recreation Department will be responsible for expenses for medical treatment resulting from participation in any program/activity for which we have requested this authorization.

In addition, persons requesting the use of the park and its buildings for concession purposes shall provide the Saxonburg Borough certificates of product liability insurance, insuring the Saxonburg Borough against damages arising from the sale of food products and providing defense coverage and costs including attorney's fees as well.

The undersigned hereby acknowledges receipts of copies of all current Saxonburg Borough rules and regulations concerning the use of its park and all buildings and agrees to notify all participants in its activities of the same and to ensure that all participants and invited spectators abide by such rules and regulations. Failure to do so shall constitute grounds for revocation of any or all permits for usage.

The undersigned hereby acknowledges that I have read and fully understand the Rental Policy regarding the use of Cooper Hall & Roebing Park and I agree to fully abide by its content. A signature will indicate the above rules and regulations are understood and will be followed.

Thank you for renting Cooper Hall and/or Roebing Park. We hope you will consider renting from us for your future events.

**I UNDERSTAND THAT ALCOHOL SHALL NOT BE SERVED TO A PERSON UNDER THE AGE OF TWENTY-ONE (21) AND THAT ANYONE SERVING OR CONSUMING ALCOHOL THAT IS UNDER THE AGE OF TWENTY-ONE (21) OR OLDER, BY SIGNING THIS ACKNOWLEDGMENT, I ACKNOWLEDGE THAT I WILL BE RESPONSIBLE FOR THEIR ACTIONS.**



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### SAXONBURG BOROUGH FACILITIES

#### HOLD HARMLESS AGREEMENT

It is hereby understood and agreed the Saxonburg Borough will make available Roebling Park, its buildings and other facilities and that I/we, the undersigned, acting on behalf of all participants, both individually and collectively hold harmless Saxonburg Borough, Saxonburg Parks and Recreation Department, its officers, employees, and volunteers, from and against all claims for injuries to our program participants or invited spectators resulting from our/their use of these facilities.

It is understood that I accept this condition in return for the use of the Roebling Park, its buildings and other facilities on the days and times made available by Saxonburg Borough.

All participants should be notified that Saxonburg Borough's liability for injuries is limited as defined under the Political Subdivision Tort Claim (330-1978) and the Recreation Use of Land and Water Act. We agree to notify the parents or guardians of all minors that they, and not Saxonburg Borough or Saxonburg Borough Parks and Recreation Department will be responsible for expenses for medical treatment resulting from participation in any program/activity for which we have requested this Authorization.

In addition, persons requesting the use of the park and its buildings for **concession purposes** shall provide the Saxonburg Borough certificates of product liability insurance, insuring the Saxonburg Borough against damages arising from the sale of food products and providing defense coverage and costs including attorney's fees as well.

The undersigned hereby acknowledges receipts of copies of all current Saxonburg Borough rules and regulations concerning use of its park and all buildings and agrees to notify all participants in its activities of same, and to ensure that all participants and invited spectators abide by such rules and regulations. Failure to do so shall constitute grounds for revocation of any or all permits for usage.



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**SAXONBURG BOROUGH FACILITIES**

**ASSUMPTION OF THE RISK, WAIVER OF LIABILITY AND HOLD HARMLESS RELATING TO COVID-19/CORONAVIRUS**

COVID-19/Coronavirus is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, the Governor of Pennsylvania has mandated Social Distancing and limited the number of the congregation of groups of people. Saxonburg Borough has put in place preventative measures to reduce the spread of COVID-19/Coronavirus; however, Saxonburg Borough cannot guarantee that you or your invitees will not become infected with COVID-19/Coronavirus. Further, congregating at Cooper Hall could increase your or your invitees' risk of contracting COVID-19/Coronavirus.

By signing this agreement, you, "the Renter", acknowledge the contagious nature of COVID-19/Coronavirus and voluntarily assume the risk that you or your invitees may be exposed to or infected by COVID-19/Coronavirus by attending an event at Cooper Hall and that such exposure or infection may result in personal injury, illness, permanent disability and death. You understand that the risk of becoming exposed to or infected by COVID-19/Coronavirus at an event at Cooper Hall may result from the actions omissions or negligence of yourself and others, including, but not limited to, Saxonburg Borough employees, volunteers and program participants and their families.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself or your invitees (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind that you may experience or incur in connection with your attendance at an event at Cooper Hall ("Claims").

You hereby agree to hold harmless and indemnify Saxonburg Borough, its employees, agent and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to a COVID-19/Coronavirus infection. You understand and agree that this hold harmless and indemnification provision includes any Claims by any of your invitees, program participants and their families, based on the actions, omissions or negligence of Saxonburg Borough, its employees, agents and representatives, whether a COVID-19/Coronavirus infection occurs before, during or after participation at an event at Cooper Hall.

You acknowledge that you have read and agree to the CDC Social Distancing Guidelines found at [CDC Guidelines](#).



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**COVID-19/CORONAVIRUS ADDENDUM**

Renter acknowledges that the COVID-19/Coronavirus has created a global pandemic, which in response to, the Governor of Pennsylvania has promulgated certain rules and regulations in an attempt to contain the spread of COVID-19/Coronavirus.

As additional consideration for the rental of Cooper Hall during the COVID-19/Coronavirus pandemic, Renter agrees to the following:

1. Renter shall use its best efforts to ensure that Renter, and all persons attending the function utilize Social Distancing, by following the guidelines set forth in the CDC printout attached hereto.
2. Although not mandatory, it is highly recommended, that Renter and all persons attending the function utilize face coverings (face masks).
3. Maximum occupancy of Cooper Hall is determined by the CDC, Federal, and State Guidelines under the COVID-19 pandemic, subject to change by these organizations. As of November 2020, the maximum occupancy is 88 persons.
4. Renter shall use its best efforts to deny entry to:
  - a. persons with a temperature greater than 99.9° F, flu-like symptoms or COVID-19/Coronavirus symptoms; and
  - b. persons who have come in contact with a person diagnosed with COVID-19/Coronavirus.
5. Renter must sign the Assumption of Risk, Waiver of Liability and Hold Harmless attached hereto and made a part hereof.

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Renter's Signature

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Date

**Send all signed forms to:**  
**Saxonburg Borough Parks and Recreation Department**  
**420 W. Main Street**  
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