

BOROUGH OF BEAVER

**469 Third Street
Beaver, PA 15009**

GAZEBO / IRVINE SQUARE RESERVATION FORM

Fee/Received _____

Name of Organization: _____

Representative: _____ Phone: _____

Address: _____

Day/Date Requested: _____ Time: From _____ To _____

Purpose of Request: _____

RESERVATION FEE: - \$80.00 NO REFUNDS DUE TO CANCELLATION

Beaver Borough Functions - No charge

THE BOROUGH OF BEAVER WILL PROVIDE THE FOLLOWING:

1. Use of Gazebo
2. Utilities – electric only
3. No items are supplied

REGULATIONS:

1. Do not nail or staple anything to Gazebo
2. No rice allowed.
3. The person or group signing for the Gazebo/Irvine Square will be solely responsible for any damages to the Gazebo/Irvine Square and/or its contents and will be assessed above and beyond the reservation fee.
4. Parking meters will be enforced during regular ticketing hours (8:00 a.m. to 5:00 p.m.)
5. No events before 1:00 p.m. on Sundays.

**** THE BOROUGH WILL NOT BE RESPONSIBLE FOR ANY ITEMS LOST OR STOLEN.**

**** ALL APPLICATIONS MUST BE PREPAID.**

**** A SEPARATE APPLICATION MUST BE FILLED OUT FOR EACH TIME YOU USE ANY OF THE FACILITIES.**

**** THE BOROUGH RESERVES THE RIGHT TO CANCEL ANY ACTIVITY SCHEDULED.**

Borough Official

Date

AGREEMENT ON USE OF FACILITIES

(Hereinafter called the sponsor) hereby applies for permission to use a facility of the Borough of Beaver for the purpose of conducting activities thereon.

In consideration of being granted this privilege, the Sponsor hereby agrees with the Borough as follows:

1. The subject premises have been inspected on behalf of the Sponsor and are acceptable for use "as is".
2. THE BOROUGH MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY OR THE SAFE CONDITION OF THE PREMISES.
3. During its usage, the Sponsor will maintain the premises in sanitary condition and good repair, except for ordinary wear. The Sponsor shall not destroy, damage or deface the premises.
4. The Sponsor will comply with the rules and regulations posted by the Borough on the premises.
5. The Sponsor shall be responsible for the conduct of its members and invitees, and shall not permit such persons to do anything upon the premises which the Sponsor may not do.
6. On behalf of each and all of its members and invitees, the Sponsor hereby assumes all risks of property damage and personal injury resulting from use of the subject premises.
7. On behalf of each and all of its members and invitees, the Sponsor hereby renounces and waives any claim against the Borough, and hereby releases and discharges the Borough from liability and all obligations relating to property damage and personal injury resulting from use of the subject premises.
8. The Sponsor will Indemnify and hold harmless the Borough against any liability, loss or expense relating to property damage or personal injury resulting from or occurring during the Sponsor's use of the subject premises,
9. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
10. The undersigned individual hereby represents and warrants that he or she is authorized to execute this agreement on behalf of the Sponsor, and hereby promises to personally indemnify the Borough against any loss or expenses resulting from breach of this warranty.

Executed with the intention of being legally bound on _____, 20____.

Name of Organization

By _____
Signature of Authorized Agent

Title (if any)

Witnessed by: _____