

## **Parks, Recreation Facilities Use and Rental Policy**

### **I. Definitions**

For the purpose of these rules, the following definitions apply:

- A. "Borough" refers to the Borough of Emmaus.
- B. "Good Standing" is defined as an account with a zero past due balance.
- C. "Applicant" refers to an individual, a representative of an organization, group, league, etc., or an organization, group, league, etc. that applies to rent a pavilion and/or a sports field.
- D. "Rental Period" refers to the period of time allotted for a specific reservation.

### **II. General Pavilion Rental Rules**

- A. Reservations are accepted as outlined in the Borough of Emmaus facility rental applications.
- B. The Applicant's name, address, and phone number must appear on all paperwork associated with the rental, including but not limited to the application, permits, insurance certificates, payments, etc.
- C. Reservations are only accepted from an Applicant whose account is in Good Standing.
- D. All Applicants shall pay the reservation fee upon reserving the pavilion. In addition, all applicants shall pay a \$100 refundable deposit on all pavilion rentals.
- E. The Applicant is responsible for:
  - 1. The actions of all those using the rented facility.
  - 2. For accurately reporting the number of people using the facility.
  - 3. For the condition of the facility at the end of the rental period. (Facilities should be undamaged and clean with picnic tables wiped clean, litter placed in trash cans/dumpsters, and decorations removed.)
  - 4. Posting all signage/markings in an acceptable manner and removing said signage/markings immediately following the event. At no time will signs, paint or any type of permanent marking be affixed or applied to plants or any public facility, including Borough streets. No gorilla tape, staples, duct tape, or any similar substance that can leave residue shall be affixed to the pavilions or any equipment

in the pavilions. Examples of acceptable methods of signage/markings include stand-alone A-frame signs and washable sidewalk chalk markings.

5. No use of confetti or other items than can spread throughout the park or will cause undue work for clean-up.
  6. All balloons must be deflated or removed from the premise at the conclusion of the rental. No popped balloon material or remnants shall be left behind.
  7. Use of extreme vulgarity or music with vulgarity shall be prohibited.
  8. Loud music and amplified sound affecting the general enjoyment of those in adjacent pavilions, in the park, or neighboring properties shall be prohibited. The first violation shall result in a warning. The 2<sup>nd</sup> violation shall result in immediate forfeiture and removal from the pavilion rental as well as forfeiture of any payments for the rental. If a complaint is lodged with approved Borough staff on site, the staff member has the sole discretion to decide if the amplified sound needs to be turned down. If it does, it will constitute as a warning to the attendee. If the staff member must ask a 2<sup>nd</sup> time, the entire party may be ejected from the pavilion and shall forfeit all payments.
  9. Obtaining the written approval of the Public Works Director before installing anything that pierces the ground, including but not limited to tent stakes, signposts, or other supports.
  10. Removal of any trash that can fit inside the trash can with the lid closed. If there is excessive trash, there are additional trash bags inside the can. The renter shall be responsible for removal of all trash and disposal into the dumpster in the park near the multi-purpose (football) field). Leaving trash on the ground shall result in forfeiture of the deposit.
  11. Grilles shall be properly extinguished upon completion of use.
  12. Complying with all applicable health and safety rules and regulations.
  13. Pavilions shall be left in the same or better condition upon the conclusion of the rental as it was at the beginning of the rental.
  14. No table shall be removed from its location, including into the grass outside the pavilion.
  15. Pavilion lights shall be turned out upon exiting the pavilion.
  16. Any deviation from the above rules shall result in the forfeiture loss of the down payment / security deposit.
- F. The Borough reserves the right, at its sole discretion, to charge the Applicant:
1. For special equipment.
  2. To repair damage (including materials and labor).
  3. For personnel:
    - a. To provide cleaning services if the facility is not left in the condition outlined in II.D.3.
    - b. To implement a traffic control plan, parking plan and/or garbage and cleanup plan (where applicable) in the event the Applicant fails to do so.



## **Borough of Emmaus**

### **PARKS AND RECREATIONS DEPARTMENT**



\*Personnel/labor costs will be calculated based on the Borough's actual costs. Costs may be at an overtime rate and may include overhead costs.

- G. Appeals for Loss / Forfeiture of Payments and Deposits
1. In the case of a renter forfeiting the refundable deposit, the renter shall have the ability to appeal the forfeiture, in accordance to the following procedure:
    - a. Send a letter to the Borough Manager within 30 days of being notified of the deposit
      - The letter shall include the name of renter, pavilion rented, and the date rented
      - The latter shall include the reason for dispute of the forfeiture
    - b. The Borough Manager shall schedule a meeting within 30 days with the Parks and Recreation Committee of Borough Council
      - The appellant shall present their case to the committee
      - The Committee shall have the final decision of the appeal
- H. The Applicant must be at least 18 years of age.
- I. The minimum rental period for sports fields is 3 hours.
- J. A facility rental is for the exclusive use of the stated facility only and does not grant or imply the rental of, or the exclusive rights to other park facilities or areas. At no time will the Applicant, or those associated with the Applicant, block or inhibit access to other areas or facilities not included in the rental.
- K. The Applicant must strictly adhere to the scheduled reservation time, which must include time for setup, teardown and cleanup. Facilities are not available prior to the rental period and must be completely vacated at the end of the rental period.
- L. All patrons who use the Borough's parks are required to monitor all sound devices so that sound levels are not offensive to other park users.
- M. The Borough reserves the right to cancel any scheduled usage of a park facility at any time. Under these circumstances, every effort will be made to find an alternative date or location for the Applicant. If an alternative cannot be found, a full credit or refund (including non-refundable fees) will be issued.
- N. The Borough may assess any charges, fees or deposits authorized by the Borough Council and outlined in the Borough's Fee Schedule and Borough of Emmaus facility rental applications.
- O. Failure to comply with any of the requirements and/or timelines established herein will result in a cancellation of the reservation; facilities will be rented to other park users.

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#### **PARK RENTAL AND USE REGULATIONS**

- P. Requests for exemptions to any of the Park Rental and Use Regulations must be made in writing to the Borough Manager no less than 15 days prior to rental.

### **III. Additional Pavilion Rental Rules**

- A. All rental fees must be paid at the time the reservation is made.
1. Pavilions are available for rental from May 1<sup>st</sup> through September 30<sup>th</sup>.
    - i. Rotary Club, Moser, Lion's Club, North and Performing Arts pavilions are available for rental from May 1<sup>st</sup> until October 31<sup>st</sup>.
      1. Performing Arts pavilion is not available for rental on Sundays throughout the summer.
- B. The Applicant must be present at the rented facility during the entire event.
- C. Occupancy limits for pavilions will be strictly enforced. The number of people using the pavilion will not exceed the maximum capacity of the pavilion as specified in the Borough rental application.
- D. The Borough does not provide amenities, such as; additional tables, hoses, tablecloths, extension cords, etc.
- E. For an addition fee, the Borough may provide the following:
1. Water for Dunk Tank
  2. Use of Sound System
  3. Electricity beyond the scope of the pavilion rented
  4. Other amenities not listed

\* All requests must be submitted on the pavilion rental application and are subject to the approval of the Borough Manager and/or his/her designee.

### **IV. Sports Field Rentals**

- A. All rental fees and deposits must be paid at the time the reservation is made.
- B. No less than 30 calendar days prior to any rental, it is the sole responsibility of the Applicant to furnish the Borough with:
1. A certificate of insurance as specified in Borough of Emmaus rental application.
    - a. Applicant is responsible for the payment of all insurance premiums and deductibles.
    - b. Applicant will maintain insurance coverage as required by the Borough throughout the entire rental period.
    - c. Minimal coverage limits are as follows:

- General Aggregate: \$5,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Each Occurrence: \$1,000,000
  - Damage to Rented Premises: \$1,000,000
- d. Any certificate of insurance that fails to comply with the Borough's requirements will not be accepted.

**V. Prohibited at Borough Parks**

- A. No person in attendance at a park shall:
1. Injure, deface, remove, cut or damage any of the trees, plants, shrubs, turf, buildings, structures, signs or fixtures, or any other property of the Borough located within the park.
  2. Litter any area of the park with garbage, paper, bottles, cans or other waste material; nor dispose of the same in any way except in receptacles designated for such purpose.
  3. Kindle or maintain any fire in the park except in fireplaces or areas specially designated for that purpose and located by authority of the Borough Council.
  4. Remove any bench, seat, table or other appliance without permission of the Borough Council.
  5. Injure, deface, destroy or remove any notice, rule or regulation posted at any place within the park by authority of the Borough Council; nor shall any notice or placard be posted within the park other than by authority of said Borough Council.
  6. Set up any booth, table or stand for the sale of any article or service whatsoever within the limits of the park without permission of the Borough Council; distribute, sell, service or rent any services or commodity or solicit for any purpose without permission of the Borough Council.
  7. Operate, stop or park any vehicle, bicycle or other means of conveyance except in areas where permitted or designated by proper authority of the Borough Council, or operate the same in a reckless or negligent manner or in excess of any posted speed limit or in such a manner as to become a nuisance to other area users.
  8. Operate commercial vehicles, unless providing authorized services.
  9. Bring onto the premises, possess or consume any alcoholic beverage or illegal drugs of any kind; no person shall enter the park in an intoxicated state or otherwise be under the influence of alcohol or illegal drugs. However, beer, except in bottles, is permitted and is restricted to the picnic areas.
  10. Discharge any firearms, slingshots, firecrackers, fireworks or other missile propelling instruments or explosives or arrows, or other dangerous weapons, which have such properties as to cause annoyance or injury to any person or property, unless permission has been granted by the Borough Council in designated areas; police officers in the performance of their duties will be exempt from these provisions. However, an individual will be permitted to use deadly force with a firearm or weapon solely to protect oneself or a third person against death, serious bodily

injury, kidnapping, or sexual intercourse by force or threat as provided by 18 Pa.C.S.A. § 505(b) and § 506(a).

11. Play ball, swim, golf, pitch horseshoes, engage in archery, camp or launch, dock or land any boat, engage in finding buried objects with special detectors, or participate in any other form of recreation, sporting endeavor or pastime, except in those areas which may be designated from time to time for that purpose by the Borough Council.
12. Disrobe or change clothing except in buildings or facilities made available for that purpose.
13. Disturb the peace by any conduct so as to annoy any other person using the park for recreational purposes.
14. Use threatening, abusive, insulting, profane or obscene language or words.
15. Commit any disorderly or immoral acts.
16. Hold any public meeting or rally with more than five persons or engage in any marching or driving as members of a military, political or other organization without permission of the Borough Council, which requires a statement of information, including the name of the organization, its purpose, number of persons expected to be invited, expected duration and name(s) of person(s) in charge.
17. Disobey a proper order of a police officer or disobey or disregard or fail to comply with any rule or regulation, warning, prohibition, instruction or direction given by an authorized person and posted or displayed by sign, notice, bulletin, card, poster, or when notified or informed as to its existence by the Borough Council or an authorized person.
18. Hunt for, capture or kill, or attempt to capture or kill, or aid or assist in the capturing or killing of, in any manner, any wild bird or wild animal of any description, either game or otherwise.
19. Allow pets to walk with them or accompany them, except for service animals, whose assistance is necessary and required by an individual due to an ongoing physical handicap (i.e., seeing eye or guide assistance dog, hearing ear dog, etc.).

## **VI. Cancellations, Changes and Refunds**

- A. No credit or refunds are made due to weather conditions.
- B. The following charges and fees are non-refundable.
  1. Light fees
- C. Requests for pavilion refunds must be received in writing.
  1. 60 days or more prior to the event in order to receive a 100 % refund.
  2. 30 days to 59 days prior to the event in order to receive a 50% refund.
  3. Requests made 29 days or less prior to the event will not receive a refund
- D. Any rental changes need to be made no later than 24 hours prior to event. The Borough

will not be held responsible for change requests that cannot be accommodated.

1. Date changes for pavilions may be made for any future date within 1 year.
  - a. No refunds will be given for cancellations made after a date change has been done.
2. Facility changes will be permitted only if the requested facility is available and not currently rented to another Applicant.

## **VII. Fishing Derbies / Events**

In general , several Borough streams and Furnace Dam Park may be stocked with fish for fishing. In general, the Borough does not charge a fee for fishing. However, individuals who fish must follow all Pennsylvania Fish & Boat regulations, including acquiring proper fishing licenses and adhering to all other laws and regulations.

In addition, on occasion, organizations have requested the use of our facilities for fishing events / derbies. The following regulations, in addition to those aforementioned, shall apply:

- A. Any person participating in a Borough-approved fishing derby, shall pay \$5 to the Borough of Emmaus. This may be paid by individual, or paid by the hosting organization. This allows for the Borough to recover the cost to the taxpayers to restock the waters.
- B. All entrants in a fishing derby / event shall use a barbless hook.
- C. No fishing derby / organized event shall be permitted to occur prior to June 1<sup>st</sup> each year.

## **VIII. Acknowledgement and Indemnification**

I agree to hold harmless, indemnify, and fully and completely release the Borough of Emmaus, it's officers, directors, employees, and agents from any and all claims, demands, damages, losses, causes of action, costs, expenses and liability of every nature and description of whatsoever kind of death or injury of all persons involved and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting there from, to any party arising from, during or in any matter connected with the event activities. I acknowledge I have read the Park Rental and Use Regulations and agree to comply with all the rules set forth. Failure to comply with the Park Rental and Use Regulations may lead to cancellation of the event.





**Borough of Emmaus**  
**PARKS AND RECREATIONS DEPARTMENT**



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PARK RENTAL AND USE REGULATIONS