

Check One: Resident Non Resident

2009

PARADISE TOWNSHIP APPLICATION/LEASE AGREEMENT
FOR USE OF TOWNSHIP PARK
"THE ROOF"

Mail completed application/lease agreement and fees to:
Paradise Township, R.R. 1, Box 1226, Cresco, PA 18326.

A signed/approved copy of this application will be returned to you. Please have with you at your function.

Checks payable to: Paradise Township (security deposit checks must be paid by separate check or money order, and will be returned to you, uncashed, after the park is checked for damage.)

TODAY'S DATE: _____ (Paradise Twp. Residents may apply Jan. 1st on...each year)
(All others may apply April 1st on...each year)

OWNER: *TOWNSHIP OF PARADISE, R.R. 1, BOX 1226, CRESCO, PA 18326*

USER: Name OR Company Name: _____ Phone #: _____

Address: _____

AUTHORIZED REPRESENTATIVE'S NAME: (if different from "User" name): _____
Phone Number: _____

AREA: *"THE ROOF" , LOCATED IN PARADISE VALLEY, PARADISE TOWNSHIP, MONROE COUNTY, PENNSYLVANIA.*

DATE FOR POSSESSION: _____

RENTAL HOURS: (May 1-October 31) 8AM-9PM

HOURS REQUESTED: Begin Time: _____ End Time: _____

NOTE The User or their Authorized Representative is responsible for picking up a key during normal office hours (M-F, 8AM-4:30PM) at the Municipal Building to open and close the facility, within 48 hours prior to function; key must also be returned to the Municipal Building during normal business hours within 48 hours after function (not counting holidays). Failure to return key properly will result in forfeiture of security deposit.

RENTAL FEE: \$ _____ (see fee schedule attached) payable in advance at the time of signing of this Lease Agreement. (Security Deposit on reverse side).

TYPE OF FUNCTION: _____ **Copy of Liability Insurance Applicable?** _____

Live Entertainment: (i.e. Band, D.J.) **No** _____ **Yes** _____ (Yes requires Supervisor's approval) _____
Supervisor

NUMBER OF PEOPLE ATTENDING: _____ (max/150)

WILL GAS STOVE BE NEEDED? Yes _____ No _____

WILL ADMISSION BE CHARGED? _____ **NAME OF CATERER:** _____

PROCEEDS WILL GO TO: _____

USAGE LIMITED TO: *ROOF PAVILION AND ADJACENT BALLFIELD*

Important: continued on back...

AGREEMENT

1. The User assumes all liability and obligation in the event that a member of its organization, or that a guest or invitee of the User sustains injury arising out of the presence of such person or persons on the premises of the Owner.

2. The User hereby agrees to indemnify and hold the Owner harmless from and against any liability whatsoever arising out of the presence of its members, guests, or invitees on the premises of the Owner, or arising out of any act or omission of its members, guests, or invitees while on the premises of the Owner. The User further agrees to pay all costs of any legal defense that may be necessary on behalf of the Owner arising out of any claim against the Owner on account of any act or omission on the part of the members, guests, or invitees of the User while on the premises of the Owner, and the User specifically agrees to indemnify and hold the Owner harmless against any costs of any such legal defense.

3. The User hereby deposits, upon the signing of this Lease Agreement, the amount of \$ _____ **Dollars as a SECURITY DEPOSIT** to indemnify the Owner against any damage caused to the said premises, which deposit the Owner agrees to return to the User upon the termination of this Lease Agreement. The User hereby expressly authorizes the Owner to deduct from the said security deposit the cost of any repairs or damages to the said premises caused by the members, guests, or invitees of the User while using the said premises, as determined solely in the discretion of the Owner. The User hereby agrees to be responsible for any damages occurring to the said premises occasioned by its use of the same in excess of the security deposit above set forth.

IN WITNESS WHEREOF, the said parties have caused this Lease Agreement to be executed the day and year first above written, intending thereby to be legally bound.

By: _____, User
as stated on front page

_____, Authorized Rep.
as stated on front page

**ALCOHOLIC BEVERAGES
ARE PROHIBITED**

By: _____
Paradise Township Representative

NOTE: Non-refundable rental fee without 30-days notice of cancellation prior to requested date.

Please Keep Attached Fee Schedule and Rules/Regulations For Your Information...

Office Use:

Fees Received for Rental: Date _____ Amt. _____ Cash/Ck. # _____

Fees Received for Security: Date _____ Amt. _____ Cash/Ck # _____

Signed/Approved Copy Mailed/Handed to Applicant: Date _____

RESOLUTION #01-2009 – FEBRUARY 3, 2009

PARADISE TOWNSHIP, MONROE COUNTY, PA

PARKS FEE SCHEDULE

Amendment to Chapter 1, Part 5, "Fee Schedule" Add 19 and 20

RENTAL HOURS: (MAY 1-OCTOBER 31) 8AM—9PM

**19) PARK RESERVATIONS: Reservations Accepted From Paradise Township Residents
January 1 on. All Other Reservations Accepted After April 1.**

A) FAMILY EVENTS (i.e., Reunions, Birthdays, Anniversaries):

1) PARADISE TOWNSHIP RESIDENTS:

- Proof of residency with voter registration or tax I.D.
- \$50.00 per day
- Security deposit in amount equal to rental fee
- Certificate of liability insurance not required

2) ALL OTHERS:

- \$100.00 per day
- Security deposit in amount equal to rental fee
- Certificate of liability insurance not required

B) NON-PROFIT GROUPS (RECOGNIZED AS):

**1) ANY NON-PROFIT ORGANIZATION LOCATED WITHIN THE TOWNSHIP, OR RECOGNIZED AS
SERVING MAJORITY OF THE TOWNSHIP'S RESIDENTS:**

- Shall be allowed one (1) function per year at a fee of \$25.00
- Said organization shall be responsible for all set-up and clean-up
- Certificate of liability insurance not required

2) IN GENERAL:

- \$100.00 per day
- Security deposit in amount equal to rental fee
- Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *

3) SCHOOLS:

Pocono Mountain School District:

- \$25.00 per day (weekdays only or part thereof, during school hours)
- Security deposit not required
- Certificate of liability insurance not required

C) OTHER:

- \$150.00 per day
- Security deposit equal to amount of rental fee
- Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *

20) ATHLETIC FIELDS RESERVATIONS:

A) YOUTH ASSOCIATIONS:

- 1) BARRETT/PARADISE YOUTH ASSOCIATION (BPYA) (schedules required)
 - No rental fee
 - No security deposit
 - Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *
- 2) YOUTH LEAGUE AFFILIATED ORGANIZATIONS: (schedules required)
 - Field availability
 - \$100.00 per season
 - Security deposit not required
 - Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *

B) OTHER USE OF FIELDS: (not to exceed total of 4 teams per season)

- 1) POCONO MT. MEN'S SLO-PITCH LEAGUE (consists of 14-16 teams)
 - Commitment by February 1 each year for the prior year's 4 teams
(commitment means submission of application and fees--otherwise reserved for other teams within league until February 28)
 - Fee \$250.00 per season
 - Security deposit equal to rental fee required
 - Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *
- 2) OTHER ADULT LEAGUES: (only if 2 of 4 teams drop out, to avoid scheduling conflicts)
 - Put on waiting list (for after Feb. 28th deadline)
 - Fee \$250.00 per season
 - Security deposit equal to rental fee required
 - Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage). *

C) TOURNAMENTS:

- \$100.00 per day, per field

D) NON-PROFIT (TRAINING CAMPS OR MULTI-USE FUNCTIONS):

- Requiring a duration of more than one day
- Weekday use - \$100.00/first day; \$75.00/per day after day one
- Security deposit equal to rental
- Certificate of liability insurance required (minimum \$100,000/\$300,000 coverage) *
- Limited to (10) days per year

NOTE: Use of fields at Monsignor McHugh School may require the approval of Msgr. McHugh School.

** When required, in addition to submitting a copy of liability insurance, certain exposures/events may also require Paradise Township/Monroe County as being named as additionally insured. (BOS 6/1/04)*

Chapter 93
PARKS AND RECREATION
RULES AND REGULATIONS

[HISTORY: Adopted by the Board of Supervisors of the Township of Paradise 2-13-2001 as Chapter 93 Amendments noted where applicable.]

§93-1. Definitions.

Except as defined in this Code (see Chapter 1, General Provisions, Article II, Definitions), all words shall carry the customary meaning.

§ 93-2. Park hours. [Amended 11-24-1998 by Ord. No. 123]

All parks shall be opened daily to the public from 8:00 a.m. to 9:00 p.m. In no event shall any person be permitted to be in attendance in any park between 9:00 p.m. and 8:00 a.m., unless special permission is granted by the Board of Supervisors.

§ 93-3. Prohibited conduct. [Amended 3-2-1993 by Ord. No. 109]

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 Paradise Township 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 Board of Supervisors.
- (4) Remove any bench, seat, table or other appliance without permission of the Board of Supervisors.
- (5) Injure, deface, destroy or remove any notice, rule or regulation posted at any place within the park by authority of the Board of Supervisors; distribute, sell, service or rent any services or commodity for any purpose without permission of the Board of Supervisors.
- (6) Operate, stop or park any vehicle, bicycle, snowmobile, minibike and motorcycle, recreational or otherwise, or other means of conveyance except in areas where permitted or designated by proper authority of the Board of Supervisors, 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.
- (7) Operate commercial vehicles, unless providing authorized services.
- (8) No alcoholic beverages shall be sold or consumed on premises by any individual(s). No person shall enter the park in an intoxicated state or otherwise be under the influence of alcohol or illegal drugs.
- (9) Carry or 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 Board of Supervisors in designated areas; police officers in the performance of their duties will be exempt from these provisions.
- (10) Play ball, swim, golf, pitch horseshoes, engage in archery, camp, 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 Board of Supervisors.
- (11) Disrobe or change clothing except in buildings or facilities made available for that purpose.
- (12) Disturb the peace by any conduct so as to annoy any other person using the park for recreational purposes.
- (13) Use threatening, abusive, insulting, profane or obscene language or words.
- (14) Commit any disorderly or immoral acts.
- (15) 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 Board of Supervisors, 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.
- (16) Disobey a proper order of a police officer or Recreation Board member, if any, 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, car, poster or when notified or informed as to its existence by a Recreation Board member, if any, or other authorized person.
- (17) 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, unless authorized by the Board of Supervisors.

- (18) No animals or pets allowed with the exception of Seeing Eye dogs.
- (19) No glass beverage containers allowed.
- (20) Children under 12 years of age must be supervised by a competent adult.
- (21) Failure to comply with all park rules and regulations shall result in expulsion from all park facilities, shall be deemed a violation of these regulations, and shall result in forfeiture of any security deposit for the pavilion.

§ 93-4. Fishing.

All laws pertaining to fishing in the commonwealth shall apply to fishing in parks and recreation areas, and provisions thereof are hereby incorporated by reference. Only children under 13 years of age are allowed to fish in designated areas.

§ 93-5. Reservation for specific uses. [Amended 3-2-1993 by Ord. No. 109]

A. The use of all parks shall be on a first-come-first-served basis unless otherwise reserved.

- (1) By annual permission granted by the Board of Supervisors for the scheduling of various league games, etc.
- (2) For school or college athletic games, practice, contests or exhibitions.
- (3) For regularly scheduled school district or municipal recreation programs.
- (4) By permission granted by the Recreation Board, if any, or the Board of Supervisors for a specific requested use.

B. All reservations must be submitted in writing on a form supplied by the Township Secretary, and include payment of all required fees (rental fee and security deposit) prior to confirmation of the reservation. The Board of Supervisors reserves the right to request any additional information regarding parking requirements, anticipated attendance or types of entertainment (musical or otherwise) to be provided or to impose any additional restrictions it may deem necessary. [Added 11-24-1998 by Ord. No. 123]

§ 93-6. Authorization to promulgate additional rules. [Amended 3-2-1993 by Ord. No. 109]

The Board of Supervisors is authorized to establish additional rules and regulations as deemed necessary and may amend the fee schedule by resolution.

§ 93-7. Authority to close areas. [Amended 3-2-1993 by Ord. No. 109]

Recreation facilities which become hazardous for public use due to weather, water, fire or unforeseeable conditions may be closed only at the discretion of the Board of Supervisors.

§ 93-8. Enforcement. [Amended 3-2-1993 by Ord. No. 109]

The Board of Supervisors and/or any duly authorized law enforcement officers are charged with enforcement of the provisions of this chapter and of rules and regulations promulgated by the Board of Supervisors.

§ 93-9. Violations and penalties.

Any person who violates or permits a violation of this chapter, upon being found liable therefore in a civil enforcement proceeding, shall pay a fine of not more than \$600, plus all court costs, including reasonable attorney's fees, incurred by the township in the enforcement of this chapter. No judgment shall be imposed until the date of the determination of the violation by the District Justice and/or Court. If the defendant neither pays nor timely appeals the judgment, the township may enforce the judgment pursuant to the applicable rules of civil procedure. Each day a violation exists shall constitute a separate offense. Further, the appropriate officers or agents of the township are hereby authorized to seek equitable relief, including injunction, to enforce compliance herewith.

Please Note: Maximum number of persons permitted in park at one time is 150.