

2024 Moon Park Pavilion Rental Information

Moon Township Resident Pavilion Rental Process:

The first day for Moon Township residents to rent pavilions at Moon Park for the 2024 rental season will be Monday, February 5. Starting at 8:00a.m., numbers will be distributed to residents at the Moon Park office based on their place in line. At 8:30a.m., we will begin letting residents into the park office by number to complete reservations. Residents can wait outside the park office or in their vehicle until their number is called. For those waiting in their vehicles, a phone call will be made when their number is next in line. Numbers will continue to be distributed until 10:00a.m. At that time, we will continue with in person reservations until the last number distributed has been called. Beginning at noon on Monday, February 5th and thereafter, please call 412-262-1703 ext. 404 for pavilion availability and reservation requests.

Additional Information:

- Please have several dates and pavilions chosen in case your first choice is not available.
- To qualify for the resident rate, you must provide proof of residency in Moon Township and be the primary point of contact for the reserved event.
- The 2024 pavilion rental season runs from May through October.
- Rental permits are issued for the day with the hours of 9a.m. to 11p.m.
- All pavilions have electric, water, and at least one grill.
- Moon Township parks and playgrounds are tobacco free zones.
- The Clearview Federal Credit Union Splashpad is open Memorial Day weekend through Labor Day weekend from 10am-2pm and 3pm-7pm.
- Deposit and fees are due at the time of rental. Payment can be made by check (Moon Parks and Recreation), money order, cash, or debit/credit card (except American Express).

Deposit: \$100 (Charged in addition to fees and is refundable if rental agreement conditions are satisfied)

Alcohol Beverage Clean-up Permit Fee: \$30.

Rental Fee (see chart below):

| Pavilion | Capacity | Weekday Rate (Mon-Fri) | Weekend Rate (Sat/Sun) |
|-----------------------|----------|---------------------------|---------------------------|
| Brewer Airport Toyota | 60 | \$30 | \$70 |
| Falconi | 75 | \$30 | \$85 |
| Eaton | 75 | \$30 | \$85 |
| Clearview | 100 | \$55 | \$110 |
| Rotary | 150 | \$55 | \$165 |

Please visit our website at <u>moonparks.org/parks/rentals.asp#</u> for additional rental information.



Moon Park Pavilion Rental Agreement

Pavilion rental is conditional on the following criteria being met:

- 1. To qualify for the resident rate, the renter must provide proof of residency in Moon Township, sign the agreement, and make payment. Rentals cannot be made in another person's name to get the resident rate. All agreements, payments, and communications must come from the renter.
- 2. The park pavilion hours are 9:00 AM 11:00 PM.
- 3. Pavilion capacity is the event capacity. Do not exceed maximum capacity.
- 4. All park rules and regulations must be followed. A copy of these rules and regulations is available at the Township Municipal Building.
- 5. Glass bottles, confetti, glitter, birdseed, rice, flower petals, inflatables and pig roasts are NOT permitted.
- 6. All garbage must be placed in the appropriate containers. Any additional garbage that will not fit in such containers must be bagged and placed next to containers. Leave charcoal in the grills. All decorations must be removed at end of event.
- 7. The electrical power in the pavilions is minimal. The Township does not guarantee any wattage or amperage. Any excess power use may result in blown breakers or power loss. The Township is not responsible for any loss of electrical service or damage to renter's or guest's equipment.
- 8. No pets are permitted in or around the pavilions according to Moon Township Ordinance No. 531.
- 9. The facility and grounds are TOBACCO-FREE zones including "vaping" and e-cigarettes according to Township Resolution R-28. All Federal, State, County, and Local laws will apply.
- 10. Pavilion reservations do NOT guarantee the availability of parking. Parking is **ONLY** permitted in marked, specified areas. Parking is NOT permitted along roads, grass and play areas.
- 11. Event noise should be contained to the vicinity of your pavilion and should not be heard throughout the park. All sound equipment must be inside of pavilion. The Township reserves the right to set volume levels or terminate the sound at the Township's discretion.
- 12. The Township must pre-approve all banners, additional structures, gaming sets, or any equipment brought in by renter, and such items may require the payment of additional fees.
- 13. Renter may not charge for the facility use or receive any fees from users, including but not limited to: fundraising, tickets, donations, food, beverage or any other funds without the prior written consent of the Township of Moon.
- 14. No damage may occur to structure, fixtures or grounds during rental.

Deposit:

If the above criteria is satisfied, the deposit will be returned to the credit card used to pay the deposit or by check in the mail within approximately six (6) weeks after your rental date. Failure to follow the above criteria may result in the loss of deposit and ineligibility to reserve future pavilions.

Cancellations:

The Township requires a thirty (30) day notice of cancellation for the return of a deposit and rental fee. Any cancellation inside of thirty (30) days will be subject to loss of rental fee.

Violations of this Agreement:

If a credit card is required for the rental, the renter understands that he/she may be charged additional fees for violations of this Agreement, for exceeding the maximum occupancy level for the pavilion or for any damages to Township property; and by executing this Agreement the renter hereby consents to any such additional charges by the Township.



Pre-approval is required prior to submitting this form.

| Name | Email | |
|----------|----------------|---------|
| Address | | |
| City | State Zip | Phone |
| Facility | Date of Rental | Purpose |

"Township") Moon Township (hereinafter referred to as the hereby grants (hereinafter referred to as the "Licensee") permission to use the facility specifically identified above (hereinafter referred to as the "Facility") subject to the terms and conditions referenced in this Agreement and the rules and regulations of the Township, which terms, conditions, rules and regulations are either contained herein or attached hereto and thereby incorporated into this Agreement (hereinafter referred to as the "Rules and Regulations"). The Licensee agrees to comply with the Rules and Regulations and any and all applicable Federal, State, County and Township laws, statutes, ordinances, resolutions and regulations.

The Licensee agrees to pay the usage fees and deposit for the use of the Facility, as indicated in the Rules and Regulations. The Licensee understands that, in the event of damages or theft during the use of the Facility, the Licensee will not be refunded the deposit. In the event that the damage and/or theft exceeds the amount of the deposit, the Licensee agrees to reimburse the Township for the full cost incurred by the Township related to the damage and/or theft. The Township reserves the right to revoke this License and/or deny access to the Facility

The Licensee agrees for itself and its successors and assigns to release, discharge, indemnify, defend and hold Moon Township, its elected and appointed officials, employees, agents, contractors, successors and assigns harmless from any and all claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including but not limited to, damages to persons or property directly or indirectly arising from or related to the use of the Facility, this Agreement and/or the acts or omissions of the Licensee under this Agreement.

This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. The Licensee shall not assign this Agreement without the prior written consent of the Township. The Township reserves the right to revoke this License and Agreement at any time and for any reason.

By executing this Agreement, the undersigned indicates that he/she has read this Agreement in its entirety and on behalf of the Licensee agrees to be bound by this License and Agreement and the Rules and Regulations contained herein and attached hereto, and hereby warrants and represents that he/she executes this License and Agreement on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

| Signature | of Licensee's | Agent |
|-----------|---------------|-------|
|-----------|---------------|-------|

Date____

Printed Name of Licensee's Agent



Moon Township (hereinafter referred to as the "Township") hereby grants __________ (hereinafter referred to as the "Licensee") permission to serve alcoholic beverages at the event and Facility referenced in the attached Agreement subject to the Rules and Regulations defined in this Agreement and Rider. The Licensee agrees to comply with the Rules and Regulations and any and all applicable Federal, State, County and Township laws, statutes, ordinances, resolutions and regulations related to serving alcoholic beverages at the Facility.

By executing this Rider, the Licensee understands and acknowledges the possible liability exposure for damages to persons or property that could result from the Licensee's serving of alcoholic beverages at the Facility. By executing this Rider, the Licensee acknowledges that he/she received, read and understands the Township Rules and Regulations related to the serving of alcohol at the Facility and relating to alcohol usage.

The Licensee shall indemnify, defend and hold harmless the Township and its elected and appointed officials, employees and agents (hereinafter referred to as the "Township Indemnitees") from and against any and all suits, causes of action, complaints, obligations, charges, debts, losses, expenses (including any and all attorneys' fees and costs), demands, damages and/or claims of any kind whatsoever, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected, (hereinafter referred to as the "Claims") arising out of or related to the serving and/or dispensing of alcoholic beverages at the Facility, this Rider, the Agreement and/or the acts or omissions of the Licensee under the Agreement and/or this Rider.

The Licensee hereby generally releases and discharges the Township Indemnitees from any and all Claims that the Developer may have had, now has, or may have in the future against the Township Indemnitees or any one of them arising out of or related to the serving and/or dispensing of alcoholic beverages at the Facility, this Rider, the Agreement and/or the acts or omissions of the Licensee under the Agreement and/or this Rider.

The Licensee agrees to reimburse the Township for any and all attorneys' fees and costs incurred by the Township in enforcing the terms of this Rider.

By executing this Rider, the undersigned indicates that he/she has read this Rider in its entirety and on behalf of the Licensee agrees to be bound by this Rider and the Rules and Regulations contained herein and attached hereto, and hereby warrants and represents that he/she executes this Rider on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

| Signature of Licensee's Agent | Date |
|-------------------------------|------|
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Printed Name of Licensee's Agent

