

PARKS AND RECREATION

16 Attachment 2

Township of Lower Macungie

**Rules for Rental of
Lower Macungie Township Recreation Facilities**

1. **Scope.** The following rules shall apply to all persons visiting, using, operating, enjoying, or present in or on any recreation hall owned, leased, operated, or held by the Township of Lower Macungie, including the surrounding grounds.
2. **Location.** The recreation halls which are subject to these rules include, but are not limited to, the following:
 - A. Wescosville Recreation Hall.
 - B. East Texas Recreation Hall.
3. **Other Applicable Rules.** All other laws, ordinances, rules and regulations, included, but not limited to, the "General Rules for Township Recreation Facilities" established by Lower Macungie Township, shall apply as well, unless specifically modified by these rules.
4. **Hours.** The recreation hall shall be vacated and all activities therein ended by midnight (12:00 a.m.) prevailing local time.
5. **Loud Music.** No amplified or loud music shall be played in or around any Township recreation hall after 10:00 p.m. on weeknights, Sunday through Thursday nights inclusive, nor after 11:00 p.m. on Friday and Saturday nights. For the purpose of this rule, amplified or loud music or sounds shall mean any music or sound which is audible to the unaided human ear at any lot line of the real property upon which that recreation hall is situated.
6. **Illegal Activities.** No illegal consumption or activity, i.e., the possession, sale, or use of drugs, gambling, etc., shall be permitted in, on, at, or near the recreation hall.
7. **Alcohol.** No alcohol or alcoholic beverages shall be possessed or consumed in, on, at, or near the recreation hall.
8. **Use of Hall.** The recreation hall shall be used only for private parties, meetings, family picnics or reunions, etc., at which one or more residents or citizens of Lower Macungie Township may reasonably be expected to attend. No admission charge, sale, or other business transaction shall occur in, on, at, near, or in conjunction with the rental of the recreation hall.
9. **Application Requirements.** All persons who apply for the reservation or rental of a recreation hall shall be adult residents of the Township of Lower Macungie. The applicant may be required to state the names, addresses, and telephone numbers of the residents or citizens of Lower Macungie Township who are reasonably expected to attend the activity at the recreation hall during the rental. To establish and maintain accountability, the person who applies for the reservation or rental of the recreation hall shall attend or be present at the recreation hall for all activities during the rental.
10. **Thermostats and Controls.** Only the applicant or its authorized representative shall be permitted access to the temperature controls and light switches for the recreation hall.

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11. **Deposit Required.** A security deposit in the amount of \$100, together with the current rental fee, shall be paid to Lower Macungie Township when any recreation hall is rented or reserved for rental.
12. **Payment Method.** The security deposit and rental fee shall be paid either by cash, certified check, or money order. All other checks or forms of payment must be paid to the Township at least ten days before the rental of the recreation hall commences. If the security deposit and rental fee is not paid for any reason, including, but not limited to, failure of a bank to honor a check for insufficient funds or otherwise, the rental of the recreation hall shall be cancelled.
13. **Damage.** The individual, organization, or group applicant, including the individual who applies to the Township for any rental or reservation, of a recreation hall shall be responsible for any physical damage which occurs to the recreation hall and its contents during the rental period, and for any liability which the Township may incur as a result of that rental. The individual, organization, or group applicant shall compensate the Township for any such damage or liability.
14. **Cleanliness.** The renter of any recreation hall shall be responsible for cleaning the hall immediately after its use, so that the hall is returned to the same state of cleanliness as existed prior to use by that renter. The hall, including all outside areas, will be cleaned as required prior to the renter's departure, and will not remain in a state of uncleanness until the next day. The standard of cleanliness shall be "broomclean" or "mop-clean," both spills, empty containers, cigarettes, litter, etc., cleaned up and placed in proper receptacles. The provisions regarding littering of the Township's General Rules for Township Recreation Facilities shall also apply to all areas of recreation halls.
15. **Inspection.** The recreation hall may be inspected by an employee or official of the Township after the renter has completed use of the hall.
16. **Forfeiture of Security Deposit.** THE SECURITY DEPOSIT MAY BE FORFEITED IN THE EVENT THAT THE TOWNSHIP MUST EITHER REPAIR OR PAY FOR DAMAGES, OR CLEAN THE RECREATION HALL IN ANY WAY.
17. **Debarment.** Violation of any applicable Township rules for recreation facilities or the recreation hall shall justify refusal by the Township to make any Township facility available to the renter, his or her relatives, and/or any affiliated groups or organizations in the future.
18. **Refund.** If no physical damage has occurred to the recreation hall, the Township has no notice or belief that it may be subject to possible liability, and if the Township is satisfied with the cleanliness of the recreation hall, then the security deposit will be refunded to the renter within 10 days after the end of the rental period.
19. **Other Remedies.** The Township shall not be precluded or prevented from seeking further compensation from the renter in the event that any damage, liability, and/or cleaning expenses exceed the amount of the security deposit. The Township may require the renter to expressly authorize the Township to claim and collect any additional sums required for any such damage, liability, or cleaning expenses, and upon failure of the renter to promptly pay any such sums to the Township, to either collect such sums from the renter in any court of competent jurisdiction in the Commonwealth

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of Pennsylvania, or to file a municipal lien against the renter's property, and to collect such sums as a municipal claim as provided by law.