

**FAIRVIEW TOWNSHIP PARKS & RECREATION  
AVONIA BEACH PARK - BRUGGER HOUSE  
Rules and Lease Contract**

**Renter agrees to all of the following:**

1. The Brugger House or gazebo may be reserved up to one (1) year in advance to the day, on a first come, first served basis. **Holding Fee and signed contract delivered in person during FPR office hours will have priority on dates over any other method.** Reservations do not carry over to the next year.
2. **Renter acknowledges that this is a public park and rental of the Brugger House & gazebo does not give you exclusive use of grounds.**
3. Park hours are dawn to dusk. **BRUGGER HOUSE RENTAL HOURS ARE 8:00 AM TO 9:00 PM.**
4. ***LATE DEPARTURES OR UNRULY BEHAVIOR WILL BE CONSIDERED BREACH OF CONTRACT & SUBJECT TO FORFEITURE OF HOLDING FEE & NOTIFICATION OF LAW ENFORCEMENT.***
5. Set up/take down/clean-up of the house & gazebo must occur within the contracted rental hours.
6. **The FPR and Fairview Township forbid the sale of alcohol at Pleasant Ridge Park, however, should the renter choose to provide or allow others to bring alcohol to the park, the renter shall provide evidence of adequate insurance to cover any claims resulting from the consumption of alcohol, on or off the premises of Pleasant Ridge Park. At a minimum, a certificate of homeowners' insurance or the like will be required.**
7. Renter must be 21 years of age. The person who signs this contract will be held responsible for the rental and must be present from start time to end time.
8. All activities must be Pennsylvania State legal and family friendly.
9. **NOISE ORDINANCE – NO AMPLIFIED NOISE!** No bands, DJ's, professional speakers, radios, stereos, etc. or fireworks allowed at the park. Please remember that the Brugger House and gazebo are near residential properties and be considerate in keeping noise to a reasonable level.
10. **Limit of 75 people for any single event.**
11. **Renter MUST supply Port-a-Johns for guests over 50.** Plumbing in house is not built for public use. Brugger House bathroom should only be used by elderly and special needs persons.
12. Renter is responsible to pay for any damages that may occur during the lease of our facility.
13. Renter is responsible for all clean-up. Facility must be left in the same condition or better than found.
14. **All garbage** must be bagged, tied and disposed of in the dumpster. Floors, lawn and general parking area must be left clean and free of food, trash and paper. House and grounds must be free and clean of party decorations, cigarette butts, balloons, tape, etc.
15. No decorations of any type may be attached in any way to the walls inside the house.
16. No recreational fires allowed anywhere at Avonia Beach Park including the beach.
17. During walk thru with Township staff prior to event, renter is responsible to point out any problems.
18. **PAYMENT:**
  - a) **Holding Fee of \$100.00 is due at time of reservation** (Holding fee will be refunded in full after rental if the facility is left in good repair and the Clean Facility Checklist (see attached) is satisfied, signed and returned to the FPR Office or Fairview Township personnel).
  - b) **Rental Fee payment must be made in full two weeks prior to booked date.** Failure to do so will result in loss of reservation and deposit.
  - c) All checks should be made payable and delivered or mailed to:  
**Fairview Township, 7471 McCray Road, Fairview, PA 16415**
19. **CANCELLATIONS** must be made in writing by the renter via the FPR Rental Cancellation Request Form (*form can be requested from our office or downloaded from our webpage*). This form must be complete to be valid and cancellations made as of the cancellation effective date will follow the guidelines set forth.
  - a) More than two weeks prior to booked date will forfeit \$50.00.
  - b) Between one and two weeks of booked date will forfeit \$100.00.
  - c) Less than one week of booked date will forfeit all holding fees and rental fees.
  - d) ***Should your rental be cancelled by FPR/Township, a full refund will be issued.***
20. Fairview Township Supervisors are the authority in assessment for hold fee discrepancies.
21. Notice is given that the property may be subject to video surveillance.

**In case of emergency please contact one of the Township Supervisors:**

Pete Kraus	(c) 814-881-4194,
Mark Gennuso	(c) 814-323-3235
Justin Pacansky	(c) 814-969-6266



# FAIRVIEW TOWNSHIP

ERIE COUNTY, PENNSYLVANIA

## AVONIA BEACH PARK - BRUGGER HOUSE

Located at: 101 Avonia Road, Fairview, PA 16415

FPR office: 7471 McCray Rd, Fairview, PA 16415

Phone: 814-474-5077 Fax: 814-474-1199

Email: parks-rec@fairviewtownship.com

Name: \_\_\_\_\_ Rental Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Approx. # Attending: \_\_\_\_\_

Are you allowing Alcohol: YES / NO

*(If allowing alcohol, please have your insurance company mail/fax/email us a copy of your homeowners' certificate of insurance).*

### DEPOSITS:

*(Due at time of reservation, will be refunded after event, see #19 of Rules and Lease contract)*

Date Holding Fee Paid: \_\_\_\_\_ Check # \_\_\_\_\_ Amount: \$ 100.00

Date Refunded: \_\_\_\_\_ Check # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

### RENTAL RATES:

*(Rental Fee be paid at least **two weeks prior** to date of booked event.)*

**Available for Rent May 1 thru September 30 - Rental rate is for (1) one day 8:00 am – 9:00 pm.**

Weekend Rate (Fri, Sat, Sun) **\$400.00**

Weekday Rate (Mon thru Thu) **\$300.00**

**Total Rental Fee:** \$ \_\_\_\_\_

**\*Fairview residents receive a \$100.00 discount.** - \$ \_\_\_\_\_

Date Rental Fee Paid: \_\_\_\_\_ Check #: \_\_\_\_\_ **Total Due:** \$ \_\_\_\_\_

**Checks payable to: Fairview Township.** *Date will be reserved upon receipt of contract and deposit.*

**FPR Receive Cert. of Insurance Date** \_\_\_\_\_

### **READ ENTIRE CONTRACT BEFORE SIGNING AND RETURNING**

I agree that a thorough check will be made of the rented facility before departing to ensure site is clean and there has been no damage. I understand that failure to complete and return the checklist and/or any damages done will forfeit my \$100.00 security deposit without recourse plus any additional damage costs. I further understand and agree that failure to pay for or cancel reservations within the appropriate time frames will result in the loss of all or part of my security deposit/rental fees. I also understand that if at any time I violate any terms of this contract (including noise provisions about amplified sound) my deposit(s) will be forfeited. I have read and agree to abide by all rules and regulations as stated above and in Rules and Lease Contract.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

FPR Rep: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAIRVIEW TOWNSHIP PARKS & RECREATION  
AVONIA BEACH-BRUGGER HOUSE  
Clean Facility Checklist**

Name of renter: \_\_\_\_\_ Date: \_\_\_\_\_

Type of event: \_\_\_\_\_

	<b>Acceptable to Renter</b>	<b>Acceptable to FPR</b>
a. Floors swept	_____	_____
b. Tables, seats, counters, carts wiped clean	_____	_____
c. Tables & chairs folded and stacked neatly	_____	_____
d. Kitchen wiped down & sinks scoured w/ cleanser	_____	_____
e. Stove top and oven clean	_____	_____
f. Refrigerator empty & clean	_____	_____
g. Bathroom sink clean & toilet flushed	_____	_____
h. All garbage & recycle cans emptied with new liners and taken to appropriate dumpsters	_____	_____
i. Gazebo clean and picked up	_____	_____
j. All grounds around house picked up	_____	_____
k. Windows/doors shut & locked	_____	_____

**\*\* Failure to complete this checklist with Fairview Parks and Recreation representative will result in loss of entire security deposit\*\***

Signed Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Signed FPR Rep: \_\_\_\_\_ Date: \_\_\_\_\_