

Borough of West Mayfield
West 8th Avenue Municipal Parking Lot
Use Policy & Rental Agreement

Effective Date: March 11, 2026

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This Parking Lot Use Policy and Rental Agreement (“Agreement”) is entered into by and between the Borough of West Mayfield, a Pennsylvania municipal corporation (“Borough”), and the undersigned applicant (“User”).

This Agreement governs temporary use of Borough-owned parking lot property for approved events or activities.

Section 1: Purpose and Nature of Agreement

This Agreement establishes a rental-based, non-exclusive, revocable use of Borough-owned property.

Nothing in this Agreement shall be construed as:

- A partnership
- An affiliation
- An endorsement
- A leasehold interest
- A transfer of property rights
- A reinstatement of any prior association

The User's use of the parking lot shall be entirely at the User's own risk. The Borough assumes no responsibility for supervision, control, or safety of the property during any approved use period.

Section 2: Permitted Uses

Permitted uses may include, but are not limited to:

- Farmers markets
- Rummage sales
- Vendor events
- Community gatherings
- Fundraisers
- Approved private events

All uses must be approved in advance by Borough Council or its designated representative.

Approval is granted only for the specific date(s) and time(s) authorized in writing. No ongoing, recurring, or implied rights of future use are created.

"Community Use" shall mean activities that are open to the public and primarily benefit Borough residents without a commercial purpose. Examples include:

- Borough-sponsored events
- Civic gatherings
- Neighborhood meetings
- Community celebrations
- Public informational events

Community Use events shall not include:

- Private parties
- Events charging admission
- Commercial vendor markets
- Events conducted primarily for business promotion

The Borough reserves the right to determine whether a request qualifies as Community Use.

Section 3: Scheduling & Approval

- Requests must be submitted at least 14 days prior to the requested date.
- Approval is subject to availability and Borough discretion.
- The Borough reserves the right to deny any request based on safety, traffic impact, scheduling conflicts, or liability concerns.
- Borough approval may include conditions specific to the event.

Section 4: Fees and Deposits

All fees, deposits, and related charges shall be established by separate Borough resolution and maintained in the Borough's Municipal Unified Schedule of Fees, as amended from time to time.

Applicable fees may include, but are not limited to:

- Rental fees
- Tiered event rates
- Security deposits

- Cleanup fees
- Snow and ice removal fees
- Administrative processing fees

Unless otherwise approved in writing:

- All required fees and deposits must be paid in full and cleared prior to use.
- Failure to remit required payment shall result in automatic cancellation of approval.
- Refunds, if any, shall be governed by the Borough’s Fee Schedule or written approval conditions.

A security deposit equal to the total rental fee shall be required.

Deposits must be paid at the time of booking if the event is scheduled 7 days or more in advance or within three (3) days of booking if the event occurs within seven (7) days, whichever occurs sooner.

Failure to remit required payment within the required timeframe may result in cancellation of the reservation.

Deposits may be retained by the Borough for:

- Property damage
- Cleanup costs
- Unpaid fees
- Violation of agreement terms

Any remaining deposit balance shall be returned following inspection of the property within 14 days.

Cancellations before 72 hours of an event shall receive deposit refund.

Fees

Event Type	Fee
Community Use Event	No Charge
Bureau of Elections Event	No Charge

Nonprofit Organization Event	\$25
Private Event	\$50
Vendor Market / Fundraiser	\$75
Commercial Event	\$100
Insurance Waiver Fee	\$50
Cleanup Fee	\$70

Section 5: Special Exception – Voting Days

On officially designated local, state, or federal voting days, the parking lot may be used at no charge for civic election purposes as authorized by the Borough.

Section 6: Maintenance and Responsibilities

General Cleanliness

The parking lot must be left in a clean and orderly condition, free of:

- Trash
- Debris
- Food waste
- Fluids or vehicle residue

Failure to comply may result in:

- Assessment of cleanup charges as set forth in the Borough Fee Schedule
- Forfeiture of security deposit
- Suspension or denial of future use

Snow and Ice Removal

Unless otherwise agreed in writing:

- The User is responsible for snow and ice removal during the approved use period.

- If the Borough provides such services, fees shall be assessed in accordance with the Borough Fee Schedule.

Grass, Landscaping, and Adjacent Areas

- No parking on grass or landscaped areas.
- No staking, tents, inflatables, or equipment without prior written approval.
- No digging, anchoring, or ground penetration without written authorization.
- Any damage shall be repaired at the User's expense within 10 days of written notice or billed in accordance with the Borough Fee Schedule.

Surface Damage

The User shall be responsible for any damage resulting from its use, including but not limited to:

- Oil or fluid spills
- Surface gouging
- Broken curbing
- Pavement cracking
- Damage caused by vendor vehicles or heavy equipment

Repair costs shall be assessed based on actual cost incurred by the Borough.

Section 7: Insurance Requirements

The User shall maintain general liability insurance in the minimum amount required by the Borough's Fee Schedule or applicable Borough resolution.

The Borough of West Mayfield shall be named as an **Additional Insured** on the policy.

Coverage must remain in effect for the full duration of the approved use.

Proof of Insurance

- A valid Certificate of Insurance must be provided prior to final approval.
- Failure to provide proof of insurance shall result in automatic denial.
- The Borough may require updated documentation at any time.

Optional Insurance Waiver for Small Events

At the discretion of the Borough, small events may request a waiver of the insurance requirement.

If approved, an additional administrative risk fee as set forth in the Borough Fee Schedule shall apply.

The Borough reserves the right to deny insurance waivers if the event presents elevated risk or attendance levels.

Section 8: Indemnification

The User agrees to indemnify, defend, and hold harmless the Borough of West Mayfield, its officials, employees, and agents from any and all claims, damages, losses, liabilities, costs, or expenses arising out of or related to the User's use of the parking lot.

Section 9: Assumption of Risk

The User acknowledges that use of the parking lot is undertaken entirely at its own risk.

The Borough shall have no duty to:

- Monitor the event
- Supervise participants
- Provide security
- Maintain the property during use

The Borough shall not be responsible for:

- Personal injury
- Property damage
- Theft
- Accidents
- Vendor disputes

Section 10: Event Restrictions

Unless otherwise approved in writing:

- No equipment or materials may be stored on the property.
- No permanent markings may be made.
- No signage may be posted without approval.
- No reserved parking beyond the approved event footprint.
- No open flames unless compliant with local fire regulations and pre-approved.
- No alcohol without proper licensing and Borough approval.
- Use of the parking lot shall be limited to the hours of: **8:00 AM to 11:00 PM**
- Amplified sound, music, or public address systems must comply with all applicable Borough noise ordinances and regulations.
- Events over 100 attendees require council approval.

This Agreement conveys no assumption of ongoing access or control of Borough property.

Section 11: Termination and Suspension

The Borough may suspend or terminate approval at any time for:

- Non-payment
- Violation of this Agreement
- Misuse of property
- Safety concerns
- Liability concerns
- Emergency municipal needs

No prior approvals shall be considered grandfathered.

Section 12: Transparency and Recordkeeping

- All approvals shall be documented.
- All payments shall be recorded.
- Usage shall be tracked annually for administrative and audit purposes.

Section 14: Event Information

Event Name: _____

Date(s): _____

Time(s): _____

Description of Use: _____

Estimated Attendance: _____

Contact Person: _____

Phone/Email: _____

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

USER / ORGANIZATION	BOROUGH OF WEST MAYFIELD
Name: _____	Name: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

-END-