



**Tuna Valley Trail Association  
P. O. Box 1003  
Bradford, PA 16701**

**MARILLA TRAILS LANDING FACILITY  
RENTAL APPLICATION AND AGREEMENT**

The Tuna Valley Trail Association (TVTA) is making available its pavilion, overlook, restroom and parking lot facilities for event rentals on a seasonal basis from May to October. Initial contact or information for the facilities rental can be made by contacting Al Vanderpoel by phone at (814) 598-7762 or by email at [alvpoel@gmail.com](mailto:alvpoel@gmail.com).

Reservations will be made on a first come, first served basis with a fully completed and signed application, security deposit of \$250, secured insurance coverage as specified in the Hold-Harmless Agreement/Waiver of Subrogation Agreement and a signed agreement to the terms of the Alcohol Policy.

The facility can be rented for \$500 per day. A reduced rate of \$400 is available for all TVTA members. A deposit of \$250 is required with the rental payment. The deposit will be returned upon satisfactory inspection by the TVTA after the rental is completed. Cancellation must be made 24 hours prior the rental to receive a refund. Rental checks are to be made out to the "TVTA". The proceeds from the rental of the facility are used for development and maintenance of the TVTA trail system.

No camping or overnight parking is permitted.

Alcohol is permitted during the rental period, *subject to securing proper and adequate insurance. In the event liquor is to be sold for the event under this Rental Agreement, then the rental application must include evidence of additional liability insurance covering the TVTA and the Bradford City Water Authority to include and satisfy any or all liability for liquor being sold on the premises, and specifically, to include liquor license liability insurance, naming the BCWA as an additional insured with the TVTA.* The attached Alcohol Policy must be completed and signed by the person who accepts responsibility for the rental. This responsible signer must be 21 years of age or older.

The responsible representative of the rental party will be provided with a key for the purposes of using the electric. The key must be returned to the TVTA within 24 hours of the completion of the rental. Failure to return the key will result in the forfeit of the rental deposit. The facility shall be left in the condition it was in prior to the rental and all garbage must be removed by the rental party.

TVTA representatives may not be available during the rental, so please plan ahead with any questions you may have prior to the date of the rental.

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**MARILLA TRAILS LANDING FACILITY  
RENTAL APPLICATION**

Date of Rental: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Alcohol Use \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please provide the birthdate of the applicant: \_\_\_\_\_

Estimate of Number of People Attending Event: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Phone Number \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

I have read the terms for the Rental Agreement to the terms and policies set forth by the Tuna Valley Trail Association for the Marilla Landing Facility.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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**MARILLA LANDING FACILITY  
ALCOHOL POLICY**

This Agreement must be read, agree to and signed by a responsible party that is 21 years of age or older.

- Alcohol must remain on the grounds of the facility.
- No fee can be charged or collected for the consumption unless a special liquor permit is obtained (see below).
- A special liquor permit is required for the sale of alcoholic beverages or events where a cover charge or fee will be charged. The permit is only available to eligible charitable organizations. A copy of the permit is to be provided to the TVTA at the time the Rental Agreement is signed.
- The responsible party shall secure host liquor liability coverage as a part of its required insurance coverage for the rental. In the event of the sale of liquor, responsible party must secure liquor liability insurance.
- The responsible party shall follow the liquor laws of the Commonwealth of Pennsylvania.

I have read, understand and agree to abide by the Alcohol Policy.

\_\_\_\_\_  
Responsible Party  
(must 21 Years of Age or Older

\_\_\_\_\_  
Date

**Tuna Valley Trail Association**  
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**MARILLA TRAILS LANDING FACILITY**  
**HOLD HARMLESS AGREEMENT/WAIVER OF SUBROGATION**

WHEREAS. \_\_\_\_\_, hereinafter referred to as “Rental Applicant”, has filed an application with the Tuna Valley Trail Association (TVTA) for the use of the Marilla Trails Landing Facility; and,

WHEREAS, the Rental Applicant has requested the TVTA to use the Marilla Trails Landing Facility for an event on the dates and times indicated upon the Rental Application; and,

WHEREAS, in consideration for allowing the Rental Applicant the use of the facility.

The Rental Application shall provide evidence of insurance of a minimum of \$1,000,000 in coverage with the TVTA and the Bradford City Water Authority (BCWA), property owner as the insured parties. The insurance policy shall contain host liquor liability if alcohol is involved. Should the Rental Applicant intend to sell liquor during the event, then the Rental Applicant must specifically obtain liquor liability insurance, insuring the TVTA and naming the BWCA as an additional insured. A waiver of subrogation clause should be provided as part of the insurance coverage.

The Rental Applicant hereby agrees to indemnify, defend, save and hold harmless the TVTA and the Bradford City Water Authority (BCWA), owner of the property; its officers, agents, partners, heirs, successors and assigns from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses, court costs and costs of appeals) asserted against or incurred by the organization *and/or BCWA* by reason of, or arising out of any injuries, death or damages that may be sustained by the Rental Applicant or any of its agents, officers, employees, partners, heirs, successors, and assigns, individually or as a whole, or when it may be sustained by any third party, including but not limited to guests or invitees of the Rental Applicant, whether cause is due in whole or in part by the Rental Applicant while using the TVTA facility.

I agree to provide the insurance coverage as specified above and agree to the terms and conditions of the "Hold Harmless Agreement"

\_\_\_\_\_  
Rental Applicant

\_\_\_\_\_  
Date