

NETHER PROVIDENCE TOWNSHIP APPLICATION FOR USE OF RECREATION FACILITIES

Applications for permits to use the Nether Providence Township Recreation facilities MUST be Submitted to the Township at least two (2) weeks prior to the first date of use.

Section A:

Name of Organization: _____

Date of Application: _____

The undersigned hereby makes application for the use of:

1. _____
Name of Park, Recreation Facility or Other Township Property

2. _____
Specify part of facility to be used - picnic area, building area, field area, road, etc.

3. Dates desired for use: _____

4. Hours desired: Start _____ to _____

5. Number of people expected to attend: _____. NOTE: Permits for fields will not be issued for later than 9:00 p.m.

6. State specific purpose of use (please be complete): _____

_____.

Section B:

1. Average age of participants: _____.

2. Is membership of your organization limited to Nether Providence Township residents? _____.
a. If the answer is NO, then please indicate the number or % of Nether Providence Township residents that are expected to be participants. _____ (A list of participants may be required to be submitted before the issuing of a Permit).

Nether Providence Township
Facilities Use Agreement
Waiver and Insurance Requirements

This Facilities Use Agreement dated as of _____, is between Nether Providence Township (hereafter referred to as "Township"), with an office located at 214 Sykes Lane, Wallingford, PA 19086 and _____ (here after referred to as "APPLICANT") whose address is _____.

Indemnification

Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Township, its elected and appointed officials, agents, employees, and authorized volunteers (the "Indemnified Parties") from and against any and all claims, demands, liability, damages, costs and expenses for which the Indemnified Parties may be held liable by reason of any injury (including death) to any person (including Applicant's employees) or damage to any property of whatsoever kind or nature (including loss of use thereof) arising out of or connected to the Applicant's use or occupancy of Township premises, even for, and if caused in whole or in part by any act, omission, negligence or strict liability of the Indemnified Parties.

Insurance - Compliance with the terms of this section is: ____ Required ____ Waived

If you are requesting a waiver of the insurance requirement, please provide a reason. The Township has final determination over whether insurance will be required: _____

1. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises commercial general liability insurance including coverage for Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage, and Contractual Liability (including Liability for Employee Injury assumed under a Contract) with minimum limits of:
 - \$ 1,000,000 each occurrence;
 - \$ 1,000,000 personal and advertising injury;
 - \$ 2,000,000 general aggregate; and
 - \$ 1,000,000 products/completed operations aggregate.

2. If the Applicant has any owned autos, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises business auto liability insurance with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto (including hired and non-owned vehicles) and for automobile contractual liability.

3. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises workers compensation insurance with statutory benefits as required by law, including and employers liability insurance with minimum limits of:
 - \$ 100,000 each accident for bodily injury by accident;
 - \$ 100,000 each employee for bodily injury by disease; and
 - \$ 500,000 policy limit for bodily injury by disease.

4. The Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers (collectively "Additional Insureds") shall be added/included as additional insureds on the above Commercial General Liability, Automobile Liability, and Umbrella Liability Insurance policies even for claims caused in part by, any act, omission, negligence, or strict liability of the Additional Insureds. The coverage offered to the Additional Insureds on Contractor's liability policies shall be primary to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the Additional Insureds shall be provided with coverage for both Ongoing and Completed Operations. named as additional insureds on this commercial general liability insurance policy as respects Applicant's use or occupancy of the premises of the Township. Applicant shall require, in a written contract, that all vendors, subcontractors and sub-subcontractors retained in relation to Applicant's use of Township premises, add/include the Additional Insureds as additional insureds on those vendors', subcontractors' and sub-subcontractors' liability policies and that the additional insured coverage apply in the same manner and strength as set forth above.

Waiver of Subrogation

Applicant waives all rights of recovery and shall cause its General Liability, Auto, Excess/Umbrella and Workers Compensation Insurers to waive their rights of subrogation against the Additional Insureds for loss or damage covered by any insurance maintained by the Applicant whether maintained pursuant to this Agreement or otherwise.

Certificates of Insurance and Additional Insured Endorsements

Prior to issuance of the Facility Use Permit, Applicant shall provide Township with Certificates of Insurance showing the policies, limits, and coverages required under these provisions. Furthermore, Applicant shall provide an updated Certificate of Insurance to Township, upon request. Further Township reserves the right to require Applicant to provide (prior to issuance of a permit) Township with copies of the required insurance policies themselves or endorsements showing the Additional Insured coverage required above.

Damage to Property of the Applicant and its Invitees

The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township.

Damage to Township Property

Applicant assumes full responsibility for taking cognizance of the facility conditions at the time of the program. Applicant will be responsible for all damages resulting to or from use of this property. Upon completion of applicant's operations, applicant agrees to leave the Property in the same condition as it existed before applicant's operations, or pay for and complete restoration of said property within 15 days of the completion of the event.

_____, on behalf of Applicant

Name: _____ Title: _____

Date: _____ Phone: _____

Email: _____