

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).

Notes:

1. Alcoholic beverages are not permitted in any public area of Nether Providence Township.
2. Pony or animal rides are not permitted in any public area of Nether Providence Township.
3. Moon bounces, inflatables of any type are not permitted in any public area of Nether Providence Township.
4. Loudspeakers and amplified music are not permitted in any public area of Nether Providence Township.
5. Recreation Facility must be left clear of all trash/debris after each game/event.

Section C:

List name, address and telephone number of two responsible officials of your organization (over 21) who will be present at the time the facilities requested are being used and who will accept responsibility for adherence to the Park and Recreation regulations.

Name, Position	Address
Home/Office Telephone: _____	

Name, Position	Address
Home/Office Telephone: _____	

Section D (individual making application)

Applicant, Position	Address
Home/Office/Cellular Telephone: _____	
Email Address _____	

APPLICATIONS SHOULD BE SENT TO: Dave Grady, Assistant Township Manager
 Nether Providence Township
 214 Sykes Lane
 Wallingford, PA 19086
 Phone: 610-566-4516 ext. 216
 Fax: 610-892-2890

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

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Township of Nether Providence (the "Township"), its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Township.

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 or its equivalent 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. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
 - a. Liability arising from premises and operations;
 - b. Liability arising from products and completed operations;
 - c. Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
 - d. Liability arising from the explosion, collapse, or underground (XCU) hazards;
 - e. Liability arising from athletic or sports participation; and
 - f. Liability arising from bodily injury to spectators.

3. The Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy as respects Applicant's use or occupancy of the premises of the Township. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by Applicant to evidence its purchase of commercial general liability insurance:

This policy is amended to include as additional insureds the Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Township.

4. 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 or its equivalent 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 and for automobile contractual liability.
5. 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 or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employers liability insurance or its equivalent 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.

Waiver of Subrogation

To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Township and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises of the Township or arising out of Applicant's operations on, at or adjacent to any premises of Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

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: _____