



Parks and Recreation Department

Park Facility Use Agreement

New Hanover Township Building • 2943 North Charlotte Street, Gilbertsville, PA 19525-9718

Phone: (610) 323-1008

Website: www.newhanover-pa.org

Name: _____ Today's Date: _____

Organization (if applicable): _____ Resident of NHT: Yes ___ No ___

Address: _____

Phone Number: _____ Email: _____

Event Date: _____ Time: Start: _____ End: _____ Hrs: _____
(Includes setup and cleanup)

Number of People in Group: _____ Notes: _____

Hickory Park:

	<u>Resident</u>	<u>Non-Resident</u>
___ Pavilion 1 (capacity 40, grill area, electricity, running water)	\$ 85.00	\$135.00
___ Pavilion 2 (capacity 40, grill area, electricity, running water)	\$ 85.00	\$135.00
___ Pavilion 3 (capacity 75, grill area, electricity, running water)	\$135.00	\$185.00
___ Pavilion 4 (capacity 40, grill area)	\$ 85.00	\$135.00
___ Entertainment Gazebo	\$ 60.00	\$ 70.00

New Hanover Community Park:

___ Pavilion (capacity 40, grill area)	\$ 85.00	\$135.00
___ Indoor Facility (capacity 125, grill area, electricity, indoor restroom)	\$160.00	\$210.00

* For the indoor facility you can pick up the key the week of your scheduled rental. You will receive your security deposit check back once you have returned the key. Keys must be returned within 10 days of your rental.

Note: A security deposit of \$100.00 is required to be submitted and will be DESTROYED following an inspection and confirmation that no damage occurred during your event. Deposit check must be separate from rental fee check.

BY SIGNING BELOW, I CERTIFY THAT I AM A SPONSOR OF THE GROUP AND WILL BE PERSONALLY RESPONSIBLE FOR ANY VIOLATIONS OF THE FACILITY PERMIT AND RULES & REGULATIONS. ALSO, BY SIGNING THIS FORM, I AM STATING THAT I HAVE READ, REVIEWED AND UNDERSTAND EVERYTHING STATED IN THIS PACKAGE.

APPLICANT SIGNATURE: _____ Date: _____

FOR TOWNSHIP USE ONLY

Park: _____ Facility: _____ Date of Use: _____

Time of Use: _____ Certificate of Insurance Received: YES NO N/A

Amount Paid: _____ Payment: _____ Deposit: _____ Payment: _____

Approved: YES NO Initials: _____ Date: _____



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This Facilities Use Agreement dated as of _____, is between New Hanover Township (hereafter referred to as “Township”), with an office located at 2943 North Charlotte Street, Gilbertsville, PA 19528 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 New Hanover (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.

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, “your product” or “your work.”



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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: _____



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I understand and agree, for myself and/or for any minors in my care, that participation in any activities and programs sponsored by New Hanover Township (the "Township"), where the Township provides facilities, instruction and/or supervision, could result in injury to myself, minors in my care and/or to personal property owned by me or such minors. In consideration for being permitted to use Township facilities and/or participate in Township -sponsored activities/programs, I agree, for myself and/or for any minors in my care, to fully and completely release the Township, its officials, employees, boards, departments, agents, volunteers, representatives and affiliated entities from any and all claims, liabilities or actions for any personal injuries to me, personal injuries to minors in my care and/or any loss or damage to my personal property or the personal property of any such minors arising from our use of Township facilities or participation in Township -sponsored activities and programs.

I certify that to the best of my knowledge, I and/or any minors in my care are healthy enough to participate in the recreation program sponsored by the Township. I understand that no health and/or accident insurance is provided by the Township. I also understand and agree, for myself, and/or for any minors in my care, that I am solely responsible for the cost and expense for furnishing medical or other insurance to cover any expenses related to any such personal injuries or property damage. I hereby give the Township's staff permission to secure emergency medical care for minors in my care who may suffer an injury or illness while in the temporary care of Township representatives.

I agree, for myself and/or for any minors in my care, to comply with all Township rules and regulations, including any rules and regulations governing any activities or programs for which I, and/or any minors in my care, have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, may result in termination of the privilege to use Township facilities and/or participate in Township-sponsored activities and programs. In the event of such a termination for cause, I understand that I will not be entitled to be reimbursed for any registration, activity or program fees.

I grant the Township the right to use my/our name, image, photograph and video, including composite or modification, representations in publications, brochures, newsletters, reports, website and any other material relating to Township activities. I waive the right to inspect or approve versions of my/our image used for publication or the written copy that may be used in connection with the image.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND/OR ANY MINORS IN MY CARE AND THE TOWNSHIP, AND SIGN IT OF MY OWN FREE WILL. Intending to be legally bound hereby, and with full authority, I acknowledge, agree to and accept the terms of this Liability Waiver and Release on behalf of myself and/or on behalf of any minors in my care.

Participant Name (Print): _____

Participant Signature: _____ Date: _____

If Participant is under age 18

Parent/Guardian's Name (Print): _____

Parent/Guardian's Signature: _____ Date: _____



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New Hanover Township Park Facility Use Application

Please read over the entire Park Facility Use Application Packet before turning in your application.

Check List:

- Application is filled out completely
- Two separate checks according to page 1 of the application. Both checks should be made payable to the Township of New Hanover
 - Check One: \$100.00 security deposit that is refundable if you follow the rules of this packet.
- Check Two: The sum of the rental fee (see fee schedule on page 1)

CANCELLATIONS

- Any cancellation less than fourteen (14) calendar days prior to the reserved time will not be eligible for a refund or a credit.
- Any cancellation fourteen (14) or more calendar days prior to the reserved time will be eligible for a 50% refund or credit.
- Any cancellation 30 days or more in advance will be eligible for a full (100%) refund.
- NO SHOWS=NO REFUND

RAINOOTS

If weather conditions (at the park) prohibit use of facility, you must notify us by phone or email sdelporte@newhanover-pa.org , prior to your scheduled arrival time on the day of the event.

We will then:

- Attempt to reschedule your group during the current season, or refund the rental fee