

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Phone (610) 584-1410
Fax (610) 584-8901

HEEBNER PARK PAVILION PERMIT

Revised September 26, 2008

Application Date: _____

Rental Date Requested: _____ Time Requested: _____ to _____

Name: _____ Group Name: _____

(Must be a Worcester Township resident or Business) (Permit will be issued to this party and all correspondence will be sent to address below)

Address: _____ City: _____, PA Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____

of people using facility: _____ # of Vehicles expected: _____

Purpose of Use: _____

Area being requested:

_____ Heebner Park Small Pavilion (near playground)

_____ Heebner Park Large Pavilion with Concession Stand (near soccer fields)

_____ Other

An insurance certificate listing Worcester Township as an additionally insured party is required from all individuals, companies and organizations expecting more than 50 people.

***** Please send TWO separate checks: one for security deposit and one for rental fee ***
Provided all conditions are met, security deposit will be returned 1-2 weeks after rental date**

I have read the Worcester Township Pavilion Rules and Regulations (attached) and understand them. I agree to abide by and will ensure that the members of my group abide by these rules and regulations. I also understand that a failure to abide by any of these regulations will result in my security deposit being forfeited. I agree that I am over 21 years of age. I understand that I am responsible for leaving the facility in the same condition as upon my arrival and that my security deposit will not be returned if the property or facilities are damaged or require cleanup by Township staff. I understand that failure to return the key by the next business day after the facility rental date will result in a forfeiture of my security deposit. I understand that the park facilities may be in use by other groups and that the restrooms in the pavilions will remain open and available for all park users. As the permit holder, I understand that I must be on site for the full permitted time. I also understand that this agreement of understanding must be signed or this permit is void.

Signature of Applicant: _____ Date: _____

Return to: Worcester Township Parks & Recreation, PO Box 767, Worcester, PA 19490

***** FOR TOWNSHIP USE ONLY *****

Check # _____ Permit Fee Received \$ _____ Date Received: _____

Check # _____ Security Dep. Received \$ _____ Date Returned: _____

Notes:

Authorized By: _____ Date: _____

(Worcester Township Official)

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PAVILION PERMIT REQUEST INSTRUCTIONS

1. Interested parties shall contact the township office to confirm availability of the pavilion at least 7 days and not more than 60 days prior to the desired date.
2. Pavilions and facilities may only be reserved by a Worcester Township resident or business.
3. Any groups exceeding 25 persons wishing to utilize ANY AREA, or any group (regardless of size) wishing EXCLUSIVE use of any park area, are required to have a permit.
4. The pavilions may be reserved for a single event per application. Multiple events or regular use throughout the year is subject to availability and a separate application must be made for each use. Athletic Associations are permitted to reserve Pavilion A (with concession stand) one date during a calendar year. Official township events, scheduled or special, take precedence over all other events. On rare occasion, a rescheduled township event may require the cancellation of outside use on relatively short notice.
5. The pavilions are available for reservation seven days a week, from 9am through 9pm, for increments of 3 hours.
6. The "Park and Recreation Pavilion Use Application" shall be completed and filed in the township office, along with two (2) checks made payable to Worcester Township for rental and security deposit.
7. The party signing the permit application will subsequently be the permit holder, and must be on site for the duration of the event, and is responsible for all conditions outlined in this application, including damages. The permit should be in possession of said party on the day of the event as proof. Your application does not guarantee permission will be granted, unless approved.
8. The attached application form, and waiver, must be completed, signed and returned with the rental fee, security deposit and other applicable documentation at least ten (10) working days prior to your function or rental is not considered valid.
9. All areas of the park, other than those you are renting, must remain open to the public at all times.
10. The facilities available for reservation are the two pavilions located in Heebner Park. No municipal materials or equipment will be supplied for use.
11. The fee scale for pavilion rental is as follows (Maximum number of people permitted at the large pavilion is 100; maximum number of people permitted at the small pavilion is 25).

Families, Churches, Scouts and other non-profits:

Number in Group	Up to 25	26-50	51-75	76-100
Sept. through May	\$25	\$50	\$75	\$100
June, July & August	\$30	\$60	\$90	\$120

Businesses:

Number in Group	Up to 25	26-50	51-75	76-100
Sept. through May	\$155	\$185	\$215	\$245
June, July & August	\$160	\$195	\$230	\$265

12. A security deposit is required in addition to the rental fee. The security deposit is four (4) times the rental fee up to \$400. The security deposit will be returned by mail, or it may be picked up not sooner than five (5) business days after the event. Security deposits will be forfeited unless the area is left in the same condition as it was found. The permit holder is responsible for all trash, area cleanliness and damage.
13. Repair for any damage to the facility shall be promptly paid by the group. Failure to do so will cause the security deposit to be surrendered to the township. Additional costs (above the security deposit) will be recovered in compliance with applicable law.

14. A refund of 75% of the rental fee will be granted if weather conditions prohibit use of the rented facility. The security deposit will be returned in full. The Township will make the final determination on the weather conditions and pavilion use.
15. A refund of 75 % of the rental fee will be granted for any cancellation received in writing at the Township building, not less than ten (10) working days prior to the date of the rental. The security deposit shall be returned in full.
16. Cancellations less than ten (10) business days prior to the date of rental shall result in the entire rental fee being forfeited. The security deposit will be returned in full.
17. Individuals, companies or organizations expecting a group of fifty (50) or more are required to have a certificate of insurance with Worcester Township named as an additionally insured party.
18. Any special exceptions, circumstances or conditions are subject to discussion and/or approval by Worcester Township staff and must be submitted in writing.

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HEEBNER PARK RULES & REGULATIONS

All persons using park facilities in Worcester Township shall abide by the following regulations:

1. No group exceeding twenty-five (25) persons shall be allowed to use Township parks without a special permit.
2. No group may discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status or sexual orientation.
3. Heebner Park is open from sunrise to sunset.
4. Persons shall enter and leave the park by the entrances and exits provided for that purpose. Trail bollards may NOT be removed unless pre-approved.
5. Automobiles or other vehicles shall not be parked in any roadway or section of ground except in those areas designated for parking purposes, nor driven on any areas other than designated roads within the park. Failure to comply with these parking regulations will result in the forfeiture of the security deposit. No vehicles are permitted on walking trails.
6. The use of the charcoal grill at Pavilion A is subject to adult supervision and the proper extinguishing and disposal of all hot coals and/or ashes.
7. The washing, repair, or painting of any motor vehicle shall not be allowed in the park.
8. Religious instruction or services are prohibited.
9. Future use of the facility can be denied to any person or organization, if prior use caused damage to township property or was disruptive to township operation.
10. Alcoholic beverages shall not be possessed, sold, distributed, or consumed within the park.
11. No person shall be present in any Township park, open space or recreation area while under the influence of intoxicating beverages, drugs or any other controlled substances.
12. Disorderly conduct as defined in the statutes in the Commonwealth of Pennsylvania, Ordinances in the Township of Worcester or in Common Law is prohibited.
13. Abusive, indecent or threatening language or any conduct that may annoy others shall not be allowed in the parks.
14. No motor vehicles, whether licensed, or unlicensed, including motor bikes, motorcycles, mini-bikes, snowmobiles and any other motorized vehicles or cycles, are not permitted within the parks, open space or recreational areas except in paved parking lots.
15. No animals are allowed in the park unless attended and controlled by a leash. The individual in charge of an animal entering any park or recreational area is required to be in possession of proper implements for the gathering and disposing of animal feces. All feces shall be collected immediately, not buried, but removed from the park or recreational area and placed in a trash receptacle or dumpster. Failure to comply with animal rules will result in the forfeiture of the security deposit.
16. Defacing, injuring, displacing, removing or damaging any natural or artificial facility or accessory in the park shall not be permitted.
17. No persons shall scatter, drop, or leave litter in any portion of the park except in the receptacles provided

for that purpose.

18. No person shall injure, deface, or destroy any structure, notice, rules, or regulations for the use of a park posted or in any manner permanently fixed within the limits of same.
19. No one shall cut, injure, destroy, remove, disturb, interfere with or take any tree, bush or flower or any of the blossoms or fruit growing upon any tree, shrub, flower, or bush in a park.
20. The only permissible fire in Heebner Park is in the grill adjacent to the large pavilion. No additional grills may be brought in the park or used. No other types of fires are allowed. If the grill adjacent to the large pavilion is used, it is to be safely and completely extinguished before leaving.
21. Groups or parties wishing to reserve a park pavilion shall apply for a permit prior to occupying such a facility. Applications for a permit must be made at least ten (10) working days before the time the group or party desires to occupy the park and a reservations fee and security deposit must be paid according to the attached fee schedule to complete the reservation.
22. Application for township park pavilions shall be restricted to persons who are residents of Worcester Township.
23. Activities and games in the park shall take place in areas designated for such.
24. It shall be unlawful for any person or persons to use or discharge any weapon of any nature including firearms, air rifles, spring guns, bow and arrow, slingshots, bb guns or rifles or any other missiles or projectiles in any Township park or Open Space.
25. It shall be unlawful to molest, annoy, strike, injure, maim, kill or destroy any animal life and/or animal habitat in the park.
26. No soliciting, posting of notices or advertisements, vending or any commercial activity is permitted in any township park, except any concession as may be duly established by the Board of Township Supervisors.
27. Large recreational apparatuses such as moonbounces, dunking booths, slip and slides, trampolines and similar equipment are not permitted in the parks.

ADDENDUM TO PARK PAVILION PERMIT

Liability Waiver and Release

THE UNDERSIGNED, individually and on behalf of _____ (hereinafter the "Applicant") for myself/itself, my/its successors and assigns, as well as my heirs, executors and administrators, forever remise and hereby release and discharge Worcester Township, its elected and appointed officials, officers, authorized volunteers, consultants, agents and employees, and their heirs, executors, administrators, successors and assigns (hereinafter "Worcester Township") from any and all actions, causes of all actions, suits, debts, accounts, controversies, damages, claims, judgments and demands, whatsoever, which Applicant/Applicant's invitees, members, employees, officials, volunteers, agents, or other representatives may have or acquire against Worcester Township, by reason of any loss resulting from personal injury or property damage, which may occur during, in connection with or by reason of Applicant's, invitee's, or its member's, employee's, official's, volunteer's, agent's or other representative's use and presence on any portion of a Worcester Township park.

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of and save harmless Worcester Township from any and all claims, liability, loss, damage, judgments, costs or expense (including attorney's fees) arising out of Applicant's use or occupancy of any Worcester Township park or arising out of Applicant's operations on, at or adjacent to any premises of a Worcester Township park. Such waiver shall apply regardless of the cause of origin of the loss or damage, including any negligence of Worcester Township. Applicant shall advise its insurers of the foregoing and such waiver shall be provided for under Applicant's commercial property and liability insurance policies and Applicant's workers compensation insurance policy, if any.

Damage to Property

Applicant shall be solely responsible for any loss or damage to property of Applicant or its invitees, members, employees, officials, volunteers, agents and representatives while such are on, at or adjacent to, any Worcester Township park.

Right to Terminate

Applicant, to the fullest extent permitted by law, agrees for its own part as well as on behalf of its invitees, members, employees, officials, volunteers, agents and other representatives that Worcester Township shall have the right, at its discretion, to enforce rules of conduct and/or terminate the presence of Applicant and/or Applicant's use of the park and its facilities for failure to act in conformance thereof, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony or interest of Worcester Township, the surrounding neighborhood or the park.

Authorization

Applicant, as well as on behalf of its invitees, members, employees, officials, volunteers, agents and representatives grants full authority to Worcester Township to take whatever action, in their discretion, is determined to be necessary regarding the health, safety and welfare of Applicant, its invitees, members, employees, officials, volunteers, agents and other representatives.

Insurance

1. Applicant shall purchase and maintain throughout the term of this Agreement or its use or occupancy of any Worcester Township park 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. Worcester Township (and its 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 applicable premises. Use of ISO form CG 2026, Additional Insured - Designated Person or Organization, or its equivalent is required.

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 the applicable 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 the applicable 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.

Signature of Applicant

Date: _____