



# Whitpain Township

## Parks & Recreation

960 Wentz Road Blue Bell, PA 19422  
610-277-2400



### FACILITY PERMIT APPLICATION

Write on lines above text

Organization/Company (if applicable)

Purpose for Use

Contact Name

Email - Required

Street Address (where permit will be mailed to)

City / State / Zip

Home Phone

Cell Phone

Date(s) Requesting \_\_\_\_\_

Approx. # of People Attending \_\_\_\_\_

|   |                         |  |                 |
|---|-------------------------|--|-----------------|
| <b><u>Wentz Run Park</u></b>                  |                         | <b><u>Stony Creek Sports Park</u></b>    |                 |
| ___ Picnic Pavilion: ___ Grills ___ Water     | ___ Little League Field | ___ Practice Field                       | ___ Hockey Rink |
| ___ Concession Pavilion                       | ___ Baseball Field      | <b><u>Other Parks and Facilities</u></b> |                 |
| ___ Gazebo                                    | ___ Memorial Field      | _____                                    | _____           |
| ___ Pickleball Court: ___ 1 ___ 2 ___ 3 ___ 4 | ___ Veteran's Field     | _____                                    | _____           |
| ___ Basketball: ___ Court 1 ___ Court 2       | ___ Softball Field      | _____                                    | _____           |
| ___ Multipurpose Field                        | ___ Volleyball Court    | _____                                    | _____           |

Time (includes set-up & clean-up): \_\_\_\_\_ TO \_\_\_\_\_

Please list all outside vendors (caterers, entertainment, etc.) and have them submit a Certificate of Insurance listing Whitpain Township as additional insured: \_\_\_\_\_

**Usage of food trucks not licensed by Whitpain Township will result in loss of security deposit.**

Using a Food Truck? Please list: \_\_\_\_\_

The undersigned applicant agrees that as the sponsor of the group, he/she is personally responsible for any violation of the Park Rules and Regulations as printed on the following page of this form as well as any additional site regulations provided by the Parks & Recreation Department .

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

Director of Parks & Recreation Signature \_\_\_\_\_ Date \_\_\_\_\_

| For Dept. Use Only                               | Amount   | Due  | Check Number |
|--|----------|--|--------------|
| Security Deposit                                 | \$200    | Submit with Application                          | # _____      |
| Permit Fee<br><i>SEPARATE CHECK FROM DEPOSIT</i> | \$ _____ | _____<br><i>10 BUSINESS DAYS PRIOR TO RENTAL</i> | # _____      |
|  |          |  |              |

Make checks payable to Whitpain Township

\*\*\* IMPORTANT PERMIT INFORMATION ON FOLLOWING PAGE\*\*\*

## HOW TO COMPLETE AND RETURN YOUR WHITPAIN TOWNSHIP PERMIT

Sign and return application. We will mail you a signed copy and you will receive an email confirmation once your application is approved.

Make two separate checks payable to Whitpain Township for:

- 1) Any fees which are due; and
- 2) Required security deposit.

## PARK RULES AND REGULATIONS

- No person(s) without a special permit shall be allowed in the park except between the hours of sunrise and sunset.
- Permits are required for the exclusive use of park facilities. No permits issues for Tot Lot and Walking Trails.
- Smoking and the use of tobacco products is prohibited.
- Possession or use of alcohol, drugs or other illegal or controlled substances is prohibited.
- Open fires, portable stoves or similar devices for cooking are not allowed.
- Dogs are permitted on walking trails and common areas but are NOT permitted within 50 feet of a playground and 20 feet of a sports field or court.
- All dogs must be on a leash (maximum 10 feet in length) and under owner's control at all times.
- Owners must pick up after their dog. Pet assistance stations are located throughout the park.
- Bicycles are permitted on the walking trails and parking lots only. Use caution and ride at safe speeds.
- All self-propelled vehicles are prohibited other than such lawful use within designated areas.
- Motorized, transistorized or fuel-propelled model airplanes, aircraft, rockets or vehicles are prohibited.
- Hunting is prohibited
- Horseback riding is prohibited anywhere in the park.
- Playing or practicing golf anywhere in the park is prohibited.
- Use of parks, open space or trails for conducting a private, fee-based coaching clinic or training, unless authorized by the Township in advance, is prohibited.
- Whitpain Township has the authority to preempt all activities.
- Park users are required to observe all other regulations as listed in the Whitpain Township Ordinance Number 237.

## LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

In consideration for being permitted use and/or occupancy of Municipality's park and recreation facilities, Applicant agrees to the following:

### **Indemnification**

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless Municipality, 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 connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of Municipality.

### **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 Municipality and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs of expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises of Municipality or arising out of Applicant's operation on, at or adjacent to any premises of Municipality. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Municipality 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 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 Municipality.

### **Insurance Requirements**

The Applicant shall purchase and maintain throughout the term of this agreement or its use of occupancy of Municipality 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.

This commercial general liability insurance or its equivalent shall include coverage for all of the following:

- Liability arising from premises and operations;
- Liability arising from products and completed operations;
- Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
- Liability arising from the explosion, collapse, or underground (XCU) hazards;
- Liability arising from athletic or sports participation; and
- Liability arising from bodily injury to spectators.

Municipality and the Municipality'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 Municipality. Use of ISO form CG 2026, Additional Insured – Designated Person or Organization, or its equivalent is required.