



# BOROUGH OF CONSHOHOCKEN

Department of Recreation Services

**MAYOR**

Robert Frost

**BOROUGH COUNCIL**

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7.15.16

## Park Permit Application

Richard J. Manfredi  
Borough Manager

### Contact Information

Name of Applicant/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

### Request Information

Reason for Use: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Dates of Request: \_\_\_\_\_ Rain Date (if applicable): \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ (include set-up and clean-up)

Number of Hours Lights Needed (if applicable): \_\_\_\_\_

### Facility Request (please circle):

A-Field      B-Field      Sutcliffe Park      Aubrey Collins Park      Haines & Salvati Park

### Area Request (please circle):

Pavilion      Senior Field (Baseball/Softball)      Basketball Court      Football Field      Multi-Purpose

### PARK FEES

PARK/FIELD	RESIDENT	NON-RESIDENT	LIGHT CHARGE
A-Field	\$200 per hour	\$200 per hour	\$50 per hour
B-Field	\$60 per hour	\$70 per hour	\$25 per hour
Sutcliffe Park	\$60 per hour	\$70 per hour	\$25 per hour
Aubrey Collins Park	\$60 per hour	\$70 per hour	\$25 per hour
Haines Park	\$60 per hour	\$70 per hour	\$25 per hour

*\*Note: The group/individual is responsible to pay for a minimum of 2 hours for all Parks excluding the A-Field and B-Field. This will cover set-up and breakdown times for all requests.*

*\*Note: To determine your residency rate, a general guideline (not 100% accurate) of the Borough's borders are 12th Avenue, Righter Street, Washington Lane, and Colwell Lane. Please refer to a map with our Borough's boundaries or call our front desk staff to check your address. Inability to provide proof of Conshohocken Borough residency will automatically qualify you as a non-resident.*

Will you be selling anything? (Check yes or no) YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, please specify what you will be selling.

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**Internal Use Only:**

Total Amount Due: \_\_\_\_\_ Fee Paid: \_\_\_\_\_ Date: \_\_\_\_\_

Security Deposit \_\_\_\_\_ Amount Paid in Full: \_\_\_\_\_ Payment Type: \_\_\_\_\_ Date: \_\_\_\_\_

Certificate of Liability Insurance on File (Yes/No): \_\_\_\_\_ Date Received: \_\_\_\_\_

Recreations Services and Parks Staff Member: \_\_\_\_\_

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**Conshohocken Borough Park Rules**

1. Park Hours are Dawn to Dusk
2. Good Conduct is required at all times while in the Park
3. The Department of Recreation Services and Parks require group permits for any organized games, picnicking, or special events. *Please see complete Field Use License Agreement and Release form attached.*
4. The following are **PROHIBITED**:
  - a. Smoking
  - b. Vendors
  - c. Animals
  - d. Alcoholic Beverages
  - e. Glass
5. Ambulance Services: Narberth Ambulance Service- (610) 825-6672
6. Police Fees – Number of Officers needed determined by Police Chief
  - a. 2 officers for minimum of 4 hours – Range \$350 - \$490
  - b. For arrangements, call (610) 828-4032 or (610) 828- 4033
  - c. Emergency- Call 911
7. Private individuals are required to sign a waiver and release agreement, which saves, defends, keeps harmless and indemnifies the Borough of Conshohocken and its appointed and elected officials, officers, servants, agents and employees from and against any and all costs and liability, including all attorneys’ fees, however, caused, resulting from or arising out of or in any way connected with Applicant’s activities or use of the Fields and Borough Property.
8. Groups/Organizations shall have, at all times while this User Permit/License is in effect, a general liability insurance policy with minimum limits in the amount of \$1,000,000 combined single limit for each occurrence and \$1,000,000 combined single limit for general occurrence.
  - a. Provide a certificate of insurance with the Borough of Conshohocken, 400 Fayette Street, Suite 200, Conshohocken, PA 19428, named as an additional insured.
  - b. Save, defend, keep harmless and indemnify the Borough of Conshohocken and its appointed and elected officials, officers, servants, agents and employees from and against any and all costs and liability, including all attorneys’ fees, however, caused, resulting from or arising out of or in any way connected with Applicant’s activities or use of the Fields and Borough Property.
  - c. Upon request, provide a complete roster, including names and addresses, of all members of the Applicant’s organization, which Applicant shall keep current throughout the term of this User Permit/License.

- d. Comply with all rules, regulations, ordinances and laws applicable to the Fields and all Borough Property.

## WAIVER AND RELEASE AGREEMENT

### **General Waiver**

As a participant or as the parent/guardian of a participant in this program or rental, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages, or loss which the participant may sustain as a result of participating in any and all activities connected with or associated with such program or rental.

As a participant or as the parent/guardian of a participant in this program or rental, I do hereby fully release and discharge the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees from and against any and all claims from injuries, including death, damage, or loss which I or the participant may have or which may accrue to me or the participant on account of my, or the participant's, participation in the program or rental.

As a participant or as the parent/guardian of a participant in this program or rental, I agree to waive and relinquish all claims I or the participant may have as a result of participating in the program or rental against the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees.

As a participant or as the parent/guardian of a participant in this program or rental, I further agree to indemnify and hold harmless and defend the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages, and losses sustained by the participant and arising out of, connected with, or in any way associated with the activities of the program or rental.

I certify that I am in good physical health and have no limitations other than those I have listed during registration if applicable that may predispose me to risk during this program or rental.

I also grant permission to supervising, managing personnel or other **Borough of Conshohocken** representatives to authorize and obtain medical care from any licensed physician, hospital or medical clinic should I, or my child, become ill or injured while participating in activities when I am unable to grant authorization for emergency treatment. I understand that such treatment shall be at my expense. This form shall be considered valid until cancelled or changed in writing by the undersigned.

### **REFUND POLICY**

I understand and agree to the activity refund policy that a full refund will only be given when a program is cancelled by the **Borough of Conshohocken Department of Recreation Services and Parks**. A refund request at least five (5) business days prior to the start of a program or five (5) business days prior to a scheduled park or facility rental, will receive a refund less 5%. NO REFUNDS will otherwise be given. All refunds are subject to State Board of Accounts claim procedures and may take up to thirty (30) business days to process.

### **PHOTO RELEASE**

I give permission to **Borough of Conshohocken Department of Recreation Services and Parks and the Community Center at the Fellowship House** for the free use of my likeness and that of my child or ward, in connection with any broadcast, telecast, video, photograph, print media, or other publicity.

**FIELD USE LICENSE AGREEMENT AND RELEASE**  
**Borough of Conshohocken**

THIS FIELD USE LICENSE, AGREEMENT AND RELEASE (this "Agreement") is between the Borough of Conshohocken (the "Borough"), a body politic having a business address of 1 West First Avenue, Suite 200, Conshohocken, Pennsylvania, and the "User" as designated on the Park Permit Application attached.

**RECITALS:**

- A. The Borough owns and operates certain parks and playing fields in the Borough of Conshohocken.
- B. User and desires to engage in activities on or at one of the Field in the Borough of Conshohocken.
- C. In consideration of User's agreement to comply with the Borough's requirements for its use of the Field, the Borough is willing to grant a license to User, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set fourth herein, the Borough hereby grants permission, revocable and terminable as hereinafter provided, for the use of the Field to User, for the times and on the terms set fourth herein, and subject to all of the conditions set fourth in this Agreement, as amended or appended from time to time.

**AGREEMENT:**

1. License and Permit to Use Field. This Agreement, and the license granted hereunder the (all together, the "Facilities"), is an accommodation to User and such permission constitutes merely a contractual license to use the Facilities. User shall conduct its on the dates and times as set fourth in the License, attached hereto as "Park Permit Application" and made a part hereof. User shall accommodate no more than persons in its use of the Facilities, as set fourth in the License. User shall use the Facilities as set fourth herein and for no other purpose.
2. No Property Rights. No property right or leasehold interest to be conveyed by this Agreement or the License granted hereunder. User acknowledges that title to the Facilities is held by the Borough and agrees never to deny such title or to claim, at any time, any interest or estate of any kind or extent whatsoever in the Facilities by Virtue of this Agreement, the License, or its occupancy or use of the Facilities hereunder. User acknowledges and understands that the Borough, through its officials, agents, employees and other representatives, may at any time or times, with or without notice, enter into or onto the Facilities. The Borough may eject any person or persons or limit access to the Facilities in any lawful manner.
3. Indemnification. User shall, without notice or demand, at its own cost and expense, defend, indemnify and hold harmless the Borough, its officials, agents and employees, against and from any and all actions, suits, judgments, claims, demands, costs, expenses (including attorneys' fees) and liabilities of any character whatsoever, brought or asserted for injuries or loss to, or death of, any person or persons, or damage to the property of any person, including that of the Borough, arising out of, resulting from, or occurring in connection with this Agreement or the License granted hereunder, including, but not limited to:
  - a) The use and occupancy of the Facilities by User, User's employees, officers, invitees, licensees, patrons and guests;
  - b) Any failure of User to perform any of the terms and conditions of the License, this Agreement, or any posted or published rules or regulations pertaining to the Facilities (the "Rules and Regulations");
  - c) Any failure of User, its employees, officers, invitees, licensees, patrons or guests to comply with any statutes, laws, ordinances or orders of duly authorized personnel and civil authorities;
  - d) Any and all accident death, injury, damage, loss, theft or other casualty resulting in any way whatsoever, unless the Loss is due solely to the gross negligence of the Borough, its agents, officials or employees.
4. Term and Hours of License. This Agreement and the License granted hereunder shall be valid for the dates and times specified in the License, attached hereto as "Park Permit Application," and made a part hereof. The License shall be subject to termination and renegotiation at the discretion of the Borough. Upon the expiration date or termination of the License granted hereunder, any and all agreement between the Borough and User shall be null and void, except those listed (Indemnification) and as otherwise specifically set fourth herein. Any renewal of this Agreement or the License shall be subject to the Borough's review and renegotiation.

5. Amendments. Any amendment or modification to this Agreement or any provision hereof shall be made in writing and shall be executed in the same manner as the original document, and, after such execution, shall become a part of this Agreement.
6. Services. Borough shall provide the services set fourth in the "Park Permit Application," attached hereto and made a part hereof, on the days and times set fourth therein. User shall provide the services set fourth in the "Park Permit Application," attached hereto and made a part of hereof. In the event the Borough shall not be liable to User in damages or Otherwise. In no event shall such failure or delay constitute an eviction or disturbance of User's use of the Facilities, or render the Borough liable to User, authorize an abatement of the fees or otherwise relieve User from its obligations under this Agreement or the License granted hereunder.
7. Maintenance of Facilities. It is expressly understood and agreed that the Borough shall maintain the Facilities, subject to such charges and fees to User. In no event shall User undertake any maintenance of the Facilities. Notwithstanding the foregoing, User shall leave the Facilities by User and its invitees, licensees, patrons and guests. Failure of User to do so may, in the sole discretion of the Borough, result in a charge to User to recover costs incurred by the Borough to return the Facilities to their original condition and/or termination of this Agreement and revocation of the License granted hereunder.
8. Alterations, Signs. User shall not make any modifications or improvements of any kind to the Facilities, except as approved in writing by the Borough. User shall not erect or post any sign or banner without the prior written consent of the Borough.
9. No Assignment. User shall not be permitted to sell, transfer, or assign its interest in this Agreement or the License granted hereunder.
10. Termination. In the event of a revocation or termination of this Agreement or of the License granted hereunder, User shall surrender possession of the Facilities. Prior to such revocation of termination Borough shall provide ten (10) day prior written notice to User.
11. Insurance. In addition, User shall maintain sufficient public liability and bodily injury insurance, in at least the amount of One Million and 00/100 Dollars (\$1,000,000.00), combined single limit coverage, insuring the Facilities, with the Borough named as additional insured, against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of, or in connection with, User's use of the Facilities. User shall provide, prior to commencement of its use of the Facilities in connection with this Agreement, proof of such insurance satisfactory to the Borough, naming the Borough as an additional insured. The certificate of insurance shall provide that the policy or policies contain a provision that no cancellation thereof shall be effective by the insurer without thirty (30) days prior written notice to the Borough. In addition, all participants in athletic events associated with User shall execute and deliver such waivers as Borough may reasonably require.
12. Security Deposit. A \$25 non-refundable deposit is required. The difference must be paid in full five (5) business days prior to the event. If the payment is not paid in full, the reservation will be canceled.
13. Rules and Regulations. User shall comply with all Rules and Regulations. Any amendments to the Rules and Regulations shall become part of this Agreement upon written notice to User. User shall cause all of User's officers, agents, employees, invitees and guests to abide by all directions, orders and instructions given by officers and agents of the Borough.
14. Fees. User shall be subject to the fees and other charges set fourth in a schedule prepared by the Borough's Department of Recreation Services and parks, for the purposes of this Agreement and the License granted hereunder. The Fee Schedule applicable to this Agreement and the License granted hereunder is attached hereto as "Park Permit Application."
15. Refund Policy. I understand and agree to the facility and park rental refund policy that a full refund will only be given when a rental is canceled by the Borough of Conshohocken Department of Recreation Services and Parks and the Community Center at the Fellowship House. A refund request at least five (5) business days prior to the rental, or one (1) week prior to park rentals, will receive a refund less 5%. NO REFUNDS will otherwise be given. All refunds are subject to State Board of Accounts claim procedures and may take up to thirty (30) business days to process.
16. Notice. Whenever notice is required by or permitted under this Agreement, such notice shall be sent to the address provided in the preamble hereof, unless a party shall provide notice consistent herewith of a new address, and such notice shall be delivered by United States first-class mail, registered mail, by hand delivery or by nationally-recognized overnight courier service.
17. Events of Default. The occurrence of any of the following shall constitute an event of default hereunder:
  - a) Failure of User to make any payment due hereunder, whether in the form of an installment payment, user fee, additional fee for service, or reimbursement of cost, when due, or in the full amount due, after five (5) days notice of such fee being due and payable.
  - b) Failure by User to observe and perform any material term or condition of this Agreement and License required of User.

17. Remedies. Upon the occurrence of an Event of Default, the Borough may, at Borough's sole discretion:

- a) Accelerate all fees due hereunder and declare the same immediately due and payable;
- b) Exclude User from the Facilities, immediately revoke or terminate this Agreement and the License, without prior notice;
- c) Obtain an immediate order enjoining User to perform any obligation hereunder or to refrain from any activity in violation of this Agreement, the License, or the Rules and Regulations; and
- d) Any other remedy to which the Borough shall be entitled to at law or equity.

No single exercise of any remedy set fourth herein shall exhaust the remedies available to the Borough and the same multiple remedies may be exercised serially or concurrently.

18. Entire Agreement. This Agreement, together with the schedules and exhibits hereto, constitutes the entire agreement and understanding between the Borough and User relating to the matters set fourth herein.

**By signing below, I acknowledge that I have read and understand the above Waiver & Release Agreement and I fully understand that "THIS IS A RELEASE" and further agree to abide by the rules above.**

**The undersigned applicant also agrees that as the sponsor of the group/activity, he/she will be personally responsible for any violation of Park Rules and Regulations as well as any additional site regulations provided by the Borough of Conshohocken Recreation Services and Parks Department in the attached Field Use License Agreement and Release form. Any violations of these rules will result up to a \$1,000 fine.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

*Recreation Services Manager*

*If you have any questions, please contact the Department of Recreation Services and Parks at 610-828-3266 or via email at [kkosmin@conshohockenpa.gov](mailto:kkosmin@conshohockenpa.gov)*