

Upper Southampton Township Parks and Recreation 913 Willow Street Southampton, PA 18966		GYM AND FIELD USE Permit Application	
Applicant (hereinafter "Applicant")		Contact Person	
Applicant Mailing Address		Contact Person Mailing Address	
Contact Person Home Phone		Contact Person Cell Phone	
Ball Field	Dates Needed	Day of the Week	Time
	to		to
	to		to
	to		to
	to		to
Activity	# Twp. Residents	# Non-Residents	# of Teams

Terms and Conditions for Facilities Use and Operation:

I. Applicant agrees to comply with all applicable local, state and federal laws and regulations and the following terms and conditions imposed by Upper Southampton Township (hereinafter "Township") with regard to the use and operation of Township Parks and Recreation Facilities:

- A. **Use of Facilities** – The premises shall only be used for the purpose stated above. Facilities mean the outdoor athletic fields and gymnasium at (1) Tamanend Park, (2) Veterans Field, (3) Willi Schaefer Sports Complex and (4) the Community Center.
- B. **Indemnification** - To the fullest extent permitted by law, applicant shall indemnify, defend and hold harmless Upper Southampton Township and its elected and appointed officials, employees, agents and authorized volunteers from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to applicant's services performed under the permit granted pursuant to this application or operations related thereto, unless such claims arise from the gross negligence of Township. The obligation set forth in this provision shall survive the termination of this permit.
- C. **Insurance** – Applicant shall have at all times, while the permit granted pursuant to this application is in effect, a commercial general liability insurance policy from a reputable and well capitalized insurance company with minimum limits of liability of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$1,000,000 products/completed operations aggregate.

If applicable, Applicant shall have at all times while the permit granted pursuant to this application is in effect, workers compensation insurance or its equivalent with statutory benefits as required by the Commonwealth of Pennsylvania; 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.

- D. **Proof of Insurance** – Applicant shall submit a certificate of insurance for the facility use and operation naming Upper Southampton Township, 939 Street Road, Southampton, PA 18966 as an additional insured.
- E. **Background Check** – All volunteers and officials shall undergo any required background check in accordance with Township policy and State law or regulation.
- F. **Code of Conduct** – All applications submitted by a youth or adult sports organizations shall include the most current Code of Conduct which has been adopted by that organization.
- G. **Waste, Nuisance, or Illegal Uses** – Applicant shall not use or permit the use of the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule, or regulation applicable to the Premises, nor for any illegal purpose, nor causes interference with other programs being operated at the same time. Applicant shall comply with all local, state, and federal regulations pertaining to or applicable to the permitted use.
- H. **Maintenance and Repairs by Applicant** – The Applicant shall be responsible for any repairs to the facilities, equipment, buildings, and all other parts of the Township’s property resulting from any act of negligence, or lack of due care on the part of the Applicant, its members or contractors. Applicant shall first notify the Township of any repairs to Township property. All maintenance, repairs, and replacements required by this Article must be performed promptly when required and in a manner that will not cause depreciation in the value of the Premises. Applicant agrees to periodic maintenance inspections of said premises with Township’s representatives. Township may inspect premises at any time without notice to Applicant. Applicant understands that the Township expects Applicant’s maintenance to be first-class. Applicant agrees to correct any defects found within a reasonable amount of time, but no more than fifteen (15) days after discovery of the defect.
- I. **Refuse Removal** - Applicant shall keep the Premises in a clean and sanitary condition. Applicant shall place all garbage and rubbish generated due to the use of this permit in proper waste and recycling containers.
- J. **Signs** – Applicant shall not have the right to erect any signs on any portion of the Premises without the prior written consent of Township. If permitted, signs shall comply with all applicable laws, ordinances, and regulations. Applicant shall remove all signs at the termination of this permit and repair any damage resulting thereof.
- K. **Equipment** - It is understood that the Township does not provide any equipment. With the consent of the Township, the Applicant may install equipment necessary for the operation of the facilities at its sole cost and expense, and shall maintain all equipment, fixed and expendable, in good order and repair at its sole cost and expense during the term of the permit. The use of any equipment located on the Premises is at the risk of the Applicant. All such equipment shall be removed from the Premises at the end of the permit term. The Applicant may not store any equipment or personal property on the Premises after the end of the permit term. Any property, appliances and/or equipment not removed within fifteen (15) days after the end of the permit term shall be considered as abandoned, and the Township may dispose of and Applicant hereby consents to the disposal of the same without additional notice to Applicant.
- L. **Alcohol and Tobacco Use** – The consumption of alcohol and use of tobacco and tobacco products are prohibited.

Applicant has read and agrees to abide by the above terms and conditions and comply with the Township’s Facility Use Policy, a copy of which is available on the Township’s website at www.ustwp.org and at the Township Parks and Recreation office. The undersigned are officers of the applicant and have the authority to sign this application on behalf of the Applicant.

Signature	Print Name	Title	Date
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Signature	Print Name	Title	Date
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TO BE COMPLETED BY PARKS AND RECREATION DEPARTMENT Date Application Received _____

Approved Approved with Changes _____

Not Approved/Reason _____

PERMIT # _____	Parks and Recreation Signature _____	Date _____
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