# MOORE TOWNSHIP RECREATION CENTER APPLICATION FOR PAVILION USE



### PERMIT#\_\_\_\_\_

Office Location: 2491 Community Drive, Bath, PA 18014

Phone 610-759-9449

#### APPLICATIONS MUST BE SUBMITTED 2 WEEKS PRIOR TO REQUEST DATE

CONTACT PERSON\_\_\_\_\_\_ ORGANIZATION/BUSINESS\_\_\_\_\_\_

ADDRESS\_\_\_\_

PHONE\_\_\_\_\_

E-MAIL\_\_\_\_\_

DATE(S) REQUESTED:

USE/PURPOSE:

Is an Alcohol permit requested? Check One: Yes No

The applicant(s) herewith acknowledges he, she, or they shall be responsible for those persons using the Recreation facilities and that he, she, or they shall be present at the Recreation facility on the date and during the times for when the permit was issued.

Further, the applicant(s) herewith acknowledges he, she, or they have received a copy of the Moore Township Pavilion Reservation Policy and Lease Agreement and understand all conditions and requirements pertaining to the use of the facility requested above. The applicant(s) understand any damages which take place at the pavilion on this date may result in the forfeiture of his, hers, or their security deposit and may be subject to additional costs for replacement of damaged items. The applicant herewith, indemnifies and holds Moore Township harmless from any and all claims for injury, death, or property damage arising from or due to the consumption of alcoholic beverages.

SIGNATURE	DATE	
Approved	Not Approved	Total Fee
Ву	Date	Make check payable to: Moore Township

#### IMPORTANT:

- Permits are considered only upon written notice above, payment received, and for the conditions set forth herein.
- Use of a caterer, rental tent, entertainer, or other contracted services or equipment requires the contractor to provide the Township with a certificate of insurance.
- The Board of Supervisors of Moore Township reserves the right to disapprove this application, or any part thereof based upon established rules, regulations, and policies of Moore Township.
- Applicant shall indemnify and hold harmless Moore Township from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or equity, judgments, liability or expenses, including attorney's fees for damages to personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the exercise by Applicant of the Moore Township Recreational Facilities granted herein.

## **PAVILION RESERVATION POLICY & LEASE AGREEMENT**

Moore Township provides various Park and Recreation facilities throughout the Township for the use and enjoyment of its residents. It is the goal of the Township to make the facilities available for use by organizations and individuals for non-profit recreational purposes. The Township's Parks are open to the public. Individuals and groups may reserve the use of facilities.

- A. General Information: To rent a facility, organizations and individuals are required to complete an application form and pay the appropriate fee. The Recreation Commission reserves the right to allocate rental time based on the number of requests and the time requested. The Recreation reserves the right to disapprove permits if it is determined fields are deteriorating because of overuse. Permit applicants must be 21 years of age or older and be authorized by their organization (if applicable) to sign a reservation agreement. When the planned activity is primarily for people under 21 years of age, the person signing the reservation agreement will be responsible for providing adult chaperones for each group of 10 youth under the age of 21.
- B. Rules: The organization or individual requesting use of the facility will follow all rules stated in this form and that are posted at the facility.
- C. Liability: The individual or organization requesting use of the field/facility hereby releases the Township from any liability whatsoever and waives any claim they/it may have had, has or could have had against the Township from any injury or illness that may occur during its use of the fields or facility.
- D. Damages: Any and all damages to the facilities, equipment, and other Moore Township property, while being used by the renter, will be the responsibility of the renter and payable, in full, to Moore Township. The Recreation Commission reserves the right to decline renting to entities or persons who have caused damage to Moore Township facilities in previous rentals.
- E. Fees:
  - a. All fees are payable in full of the submission of an Application for Facility Use Form.
  - b. Security deposits are fully refunded with the following restrictions:
    - i. If, in the opinion of the Recreation Commission, there has been any damage or misuse of the Township property, or if the facility was used for a purpose other than that specified on the permit, the responsible party or group will be assessed for the cost of repairs and cleanup (as determined by the Public Works Department), and the loss of future use of any Township facilities. The financial liability is not limited by the amount of the security deposit.
    - ii. Any violations of the Park Rules and Regulations as enumerated will result in additional penalties as specified.

The individual signing this lease agreement and the accompanying permit is responsible for ensuring that all policies included in the Recreation Facility Reservation Policy and Lease Agreement are followed. The representative should notify us immediately if there are any maintenance/safety issues or damage to fields that need to be addressed. Please sign below to confirm that you have received a copy of the Pavilion Reservation and Lease Agreement and agree to abide by the policies.

Print Name of Applicant\_\_\_\_\_

Signature of Applicant \_\_\_\_\_

### **RECREATION FEE SCHEDULE**

#### The Moore Township Recreation Commission reserves the right to adjust rates as needed.

There will be no charge for Moore Township Community Days events, and the Moore Township Lions Club will not be charged for events or pavilion use. Pavilion requests by Moore Township youth organizations will not be charged, but a donation is requested.

**PAVILION** – includes kitchen and restroom use FULL DAY AND WEEKEND FEE: \$150 (\$125+\$25 security deposit) WEEKDAY EVENING FEE: \$75 (\$50+\$25 security deposit)

ALCOHOL

TOTAL FEE: \$50

## MOORE TOWNSHIP FACILITY RELEASE FOR COMMMUNICABLE DISEASES

I, \_\_\_\_\_\_agree to the following Assumption of Risk/Waiver of Liability/Indemnification as consideration for being permitted to rent the Moore Township Pavilion, Field, or Court located at 635 English Road, Bath, PA 18014.

Intending to be legally bound hereby, the undersigned agrees as follows:

- 1. Rental of a pavilion, field, or court includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While following CDC regulations and personal discipline may reduce the risk, the risk of serious illness and death does exist; and
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
- 3. I willingly agree to comply with the stated and customary terms and conditions for the rental with regard to protection against infectious diseases. If, however, I observe any unusual nor significant hazard during my rental of the pavilion, field, or court, I will remove myself from participation and bring such issue to the attention of the nearest Township official immediately; and
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Moore Township, its officers, officials, agents, and/or employees, other participants and sponsoring agencies WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant:	
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Date signed: \_\_\_\_\_