



# EAST NORRITON TOWNSHIP MUNICIPAL FACILITY USE POLICY

This policy has been established to monitor, control and prioritize facility usage in a fair and non-discriminative manner for the residents and community organizations of East Norriton Township. East Norriton Township reserves the right to refuse within its sole discretion a facility use request or application. The use of the facilities by any organization shall not imply that East Norriton Township, either directly or indirectly, endorses the viewpoints expressed by the organization.

## 1. **SCHEDULING**

Municipal facilities may only be rented for use by an East Norriton Township resident or business person. Priority for facility use will be given to East Norriton Township boards and commissions. Use by any other group is subject to cancellation in the event of a scheduling conflict. East Norriton Township reserves the right within its sole discretion to cancel any event or use. Any resident or organization requesting to use a municipal facility must a 'Municipal Facility Use Request Form'. All reservations are on a first come, first served basis.

## 2. **RULES AND REGULATIONS**

All rules and regulations in accordance with East Norriton Township Ordinance #438 and Resolution #1058 apply to the usage of municipal facilities including but not limited to:

### *General Information*

- Please place trash and recyclables in the appropriate containers
- Please park in designated parking areas only (you may drive to your event area i.e. Pavilion to unload/load supplies).
- Please show consideration for others if playing music (i.e. no excess volume, no vulgar or explicit content, face speakers away from Timberlake Apartments and other groups).
- Restrooms are available in the Clubhouse (seasonal), Bocce building (seasonal) and Township building (during normal business hours).
- Pavilion lights are on a timer and scheduled to turn off at 10pm.
- Please remember that Stanbridge Street Park closes at 10pm and all persons and vehicles must leave the premises at that time.
- Please remember to leave the facility in the same condition in which it was found.
- Please remember that some municipal facilities are monitored by security cameras.

### *Please Remember*

- Possession and /or use of alcohol is strictly prohibited and will result in forfeiture of rental deposit.
- Intoxication, indecent language or disorderly conduct will result in removal from municipal facilities.
- All forms of gambling are strictly prohibited.
- Fires must be kept in provided grills. No open fires are allowed.
- Moon bounces, pony rides, etc. are prohibited.
- Smoking is prohibited on Township grounds/facilities.
- Do not use nails, tacks or staples on poles, tables, walls or other areas.
- Do not damage, deface or destroy any Township owned property, equipment, signs, plant material, structures or any other material.
- Any trash or damage resulting from use will result in forfeiture of rental deposit. Any damage in excess of the deposit will be charged to the applicant.

## 3. **INSURANCE REQUIREMENTS**

Any person or group using municipal facilities agrees to defend, indemnify, pay on behalf of, and save harmless East Norriton Township, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney fees and all other connected therewith, arising out of or connected to the person's or group's use of the municipal facilities. A signed Liability Waiver and Release Form may be required at the discretion of East Norriton Township.

## 4. **EQUAL OPPORTUNITY**

All non-Township activities taking place in a municipal facility must be open to all citizens, regardless of age, sex, race, religion, national origin or physical handicap. To the extent necessary, it shall be the responsibility of the person or group hosting the activity to provide any and all accommodations for person with disabilities to the extent required by the Americans with Disabilities Act.

**5. MUNICIPAL FACILITIES**

East Norriton Township owns and operates the facilities listed below. Note that each facility has different reservation and fee requirements. Parks and other outdoor open recreation areas (i.e. tennis/pickleball courts, basketball courts, volleyball courts, gazebo, etc.) are available on a first come, first serve basis unless scheduled for an East Norriton Township activity.

<b>FACILITY</b>	<b>LOCATION</b>	<b>CAPACITY</b>	<b>AVAILABILITY</b>		<b>FEE</b>
Bocce Court - 1 Bocce Court - 2	Stanbridge Street Park Bocce Courts	50 people	Sunday-Saturday	9am-Sunset	\$30 / Two Hours Per Court
Pavilion	Stanbridge Street Park	75 people	Sunday-Saturday	9am-10pm Music off at 10pm	\$100 Rental Fee (\$50 deposit)
Softball Field	Stanbridge Street Park	75 people	Sunday-Saturday	9am-10pm	\$30/hour
Soccer Field	Stanbridge Street Park	75 people	Sunday-Saturday	9am-Sunset	\$30/hour
The Clubhouse	Stanbridge Street Park	35 people	Sunday-Saturday	9am-10pm	\$25/hour

**6. PAYMENT OF FEES / REFUNDS**

All use fees are due at the time of application. Reservations are not complete unless payment has been made in full. Payment may be made online by credit card, or at the Township office by cash, check or credit card.

The security deposit (when applicable) is due at the time as the complete application. Security deposits will be returned within one week of the date of rental, assuming completion of check list and no damage has resulted due to your rental of the facility.

Full refunds will be granted only if the cancellation is made at least 72 hours prior to the scheduled event. Reservations cancelled less than 72 hours prior to the event will forfeit the security deposit or the rental amount, whichever is less.

**7. FACILITY RENTAL CHECKLIST**

It is the responsibility of the permittee to leave the facility in the same condition as it was found. Charges for unusual amounts of cleaning by Township staff will result in forfeit of the security deposit. Any damage in excess of the deposit will be charged to the applicant. Applicants will be provided a facility rental checklist identifying the general cleanup to be conducted by renters.

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

\_\_\_\_\_  
Date

[ ] Municipal Facility Use Request Form

[ ] Liability Waiver and Release Form

[ ] Facility Rental Checklist



## EAST NORRITON TOWNSHIP LIABILITY WAIVER AND RELEASE

In consideration for being permitted use and/or occupancy of East Norriton Township's Parks 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 East Norriton Township, its elected appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney fees and all other connected therewith, arising out of or connected to the applicant's use or occupancy of the premises of East Norriton Township.

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

### **Insurance Requirements**

Compliance with the terms of this section is:

\_\_\_\_\_ Required\_\_\_\_\_ Waived

1. The applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of **East Norriton Township 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.
  
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.

East Norriton Township and the East Norriton Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on this commercial general liability insurance policy as respects applicant's use or occupancy of the premises of the East Norriton Township. Use of ISO form CG 2026, Additional Insured - Designated Person or Organization, or its equivalent is required.

Name \_\_\_\_\_ Date \_\_\_\_\_