

# Upper Makefield Township

1076 Eagle Road | Newtown, PA 18940 | p 215.968.3340 | f 215.968.9228 | [www.uppermakefield.org](http://www.uppermakefield.org)

## PARK AND FIELD USE REQUEST

TODAY'S DATE: \_\_\_\_\_

Please provide the following information for the individual assuming responsibility:

Name (Person or Organization): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Nature of Event: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Time Requested: From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Approx. % of UMT Residents on Team (\*For Organization Use): \_\_\_\_\_

\*For Organization Use - Dates and Times Required – If request is for an entire season's use, please attach a copy of your organization's schedule, including practice days and times.

### Facilities Requested:

Lookout Park (baseball/softball)	
Patriot Field	
Freedom Field (softball)	
Stan Arabis Field	
Eagle Field	
Independence Field (softball)	
Building	

Brownsburg Park (soccer/lacrosse)	
Small Field 1	
Large Field 2	
Medium Field 3	
Medium Field 4	
Medium Field 5	
Medium Field 6	
Pavilion*	

The Township shall not, in any manner or for any cause, be liable or responsible to user for any injury or damage to him/her or anyone in his/her charge or his/her goods or other property brought upon the premises, and any and all claims for such injury or damages are hereby waived. Your approved permit entitles you to use the facility indicated above for the requested date and time. Permits are not transferrable. By signing this form, you are agreeing to adhere to Upper Makefield Township Rules & Regulations and Pavilion Use Policy and are assuming responsibility to return all areas to their original condition, including disposal of all trash.

Signature: \_\_\_\_\_  
Requesting Individual or Representative

### Township Use Only:

Application Fee: <input type="checkbox"/> \$ _____ / Check # _____	<input type="checkbox"/> Resident	<input type="checkbox"/> I.D. _____
Security Deposit: \$ _____ / Check # _____	Fee: \$ _____ / Check # _____	
Insurance Certificate: <input type="checkbox"/> Received	<input type="checkbox"/> Waived*	
Agreements: <input type="checkbox"/> Park Use	<input type="checkbox"/> Indemnification*	
Concession Stand: <input type="checkbox"/> Yes	Fee: \$ _____	Security Deposit: \$ _____ / Check # _____
<input type="checkbox"/> No		
Request: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Township Official Signature: _____
		Dated: _____

## PARK USE AGREEMENT

**THIS PARK USE AGREEMENT**, made as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between **UPPER MAKEFIELD TOWNSHIP**, a Township of the Second Class, with offices located at 1076 Eagle Road, Newtown, PA 18940 (hereafter referred to as “**Township**”) and \_\_\_\_\_ (hereinafter referred to as “**Organization**”).

**WHEREAS**, Township owns, occupies and operates park facilities known as Brownsburg Park and Lookout Park (hereinafter collectively referred to as “**Park**”) for park and recreational uses; and

**WHEREAS**, Township is willing to permit Organization to enter upon and utilize the Park for a specific purpose on the terms and conditions set forth hereafter.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties agree as follows:

1. Fields and/or Park facilities are assigned only for Township-based organizations, Township residents, or Township businesses, unless approved otherwise by the Township Manager with the consent of the Board of Supervisors. The Township assigns all use of fields and facilities, and reserves the right to close fields and facilities at its sole discretion.

2. The Organization shall pay a fee, as determined by the Township, for the use of the Park and to cover the costs of maintenance. The Township, in its sole discretion, may waive the payment of the fee in lieu of the Organization performing certain maintenance activities at the Park as specified by the Township.

3. All teams/organizations shall submit a proposed schedule of games, tournaments and/or practice times with its application on an annual basis.

4. The Organization shall provide to Township proof of liability insurance listing Township as an additional insured which must be submitted with all applications in sufficient amounts to be determined by the Township.

5. The Organization assumes all risks in connection with the use of the facilities requested and does hereby release, absolve, indemnify and hold harmless the Township and its employees from any and all claims, and all costs, damages, legal fees, and any other expenses reasonably incurred which arise out the authorization to use the facilities of the Township.

6. The responsibility for carrying appropriate medical plans, including hospitalization insurance, lies with the Organization and/or its participants.

7. The Organization shall comply at all times with all applicable Township ordinances and/or Park rules and regulations.

8. The Organization agrees to inspect all playing surfaces prior to and during all periods of use and to immediately discontinue use if at any time the facilities are considered unsafe or inappropriate for use, and to notify the Township in writing within 24 hours of any hazardous condition which exists.

9. The Organization is responsible for the proper disposal of all litter and debris generated by its activity.

10. Any marking of fields by the Organization shall be made with only a paint approved by the Township for such purposes or athletic lime intended for such purposes, and the configuration of fields must not be altered in any way.

11. All parties agree that an issued field or facilities permit takes precedence over a non-scheduled practice/game for the use of any fields or facilities, and in the event of any conflicts between competing organizations, the Township is the sole arbiter.

12. The Organization agrees that it is solely responsible to protect and insure the safety of all participants and spectators at any and all activities conducted on the Township Park property.

13. The Organization agrees not to place any flag poles or other items upon Township Park property without prior approval of the Township, and that any items improperly placed upon the Township-owned property may be removed and discarded by the Township.

14. The Township may, in its sole discretion, postpone or cancel any use of Township fields or facilities for causes beyond Township's control, including without limitation, laws, regulations or acts of any Federal, State or local governmental agency, acts of God, fire, flood, weather, war, or any other cause beyond Township's control. In the event of any postponement or cancellation, Township shall have no liability for loss or damage of any kind incurred by Organization.

TOWNSHIP:

UPPER MAKEFIELD TOWNSHIP

By:

\_\_\_\_\_  
Name: Gregg Schuster

Title: Township Manager

ORGANIZATION:

\_\_\_\_\_  
Name:

Title:

## PAVILION USE POLICY (Requests for Covered Picnic Area)

### ***Reservation Policy***

Upper Makefield Township parks and facilities are intended for the enjoyment of all park visitors.

### ***Permit for Use***

Individuals or groups wishing to utilize a park pavilion must complete and submit a permit application available at the Township building or via the web at: [uppermakefield.org](http://uppermakefield.org). Written approval from the Township is required prior to using the pavilion. Allow ten working days for processing of the permit application.

### ***Concession Area***

Occupancy for the Concession Area is limited to 8 people.

The concession area is available subject to approval by the Park and Recreation Board. Priority is given to recognized organized sports leagues.

### ***Restrooms and Playgrounds***

Restrooms and playgrounds are open to the public and are not available for reservation.

### ***Rain Date***

Rain dates are not scheduled with permits. Applicants would need to request a new reservation.

### ***Grills***

Gas and charcoal grills are permitted in the park but are not permitted inside the pavilion. All grills must be at least 25 feet from the pavilion and playground in the designated grill area. Used coals must be placed in designated receptacles only. Open burning and bonfires are not permitted.

### ***Decorations***

Decorations may be tied or taped with masking tape. No staples, nails, tacks, duct tape, electrical tape or other products which could deface the pavilion may be used. Please remove and discard all decorations after event.

### ***Caterers***

Requests to hold a catered event must be submitted in writing to the Township Manager for approval. The request must include the name and telephone number of the caterer, a Certificate of Insurance listing Upper Makefield Township as additional insured, a copy of the caterer's Bucks County Health Department vendor license and a written plan outlining the schedule for setup and breakdown of the event. Pavilion use insurance requirements for caterers must include products and completed operations coverage, a waiver of subrogation clause, and such other requirements and amounts as approved by the Township. All trash must be bagged and placed in trash receptacles.

### ***Radio/Stereo Equipment***

Consumer-grade radios and stereos are permitted in the park at a moderate volume. Use of professional-grade equipment requires prior approval. Submit such requests with your permit application to the Park and Recreation Board.

### ***Inflatable Games or Tents***

Requests for inflatable games or tents must be submitted for approval with permit application to the Park and Recreation Board. A Certificate of Insurance listing Upper Makefield Township as additional insured must be provided by rental company with a schedule for setup and breakdown. All insurance policies shall include such requirements and/or amounts as approved in advance by the Township. Due to the injury risk, constant adult supervision is recommended when such equipment is being used by minors.

### ***Parking***

Parking is allowed in designated spaces only. Driving on the grass is strictly prohibited. Vehicles should be loaded and unloaded from the parking lot.

### ***Alcohol***

Alcohol is not permitted in Upper Makefield Township Parks.

### ***Permit Holder's Responsibilities***

Permit holders will be held financially responsible for any damage to pavilion and amenities during their reserved time. Permit holders will also be responsible for any loss of or damage to property of others brought onto the premises by the permit holders and its invitees, employees and volunteers. All permit holders will be required to leave the facility in a clean and orderly manner. All trash should be placed in dumpsters. Failure to comply places the return of permit holder's security deposit at risk.

### ***Hours of Operation***

The pavilion shall be open to permit holders from sunrise to sunset.

### ***Indemnification***

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

### ***Additional Information***

- Do not contract for services until your permit application has been approved in writing by Upper Makefield Township.
- Carry approved permit with you to event. Parks are not staffed and permit holders are responsible for self-monitoring of reservations.
- Fields are not lined.
- Bases and goals are not provided.

**For additional information call Upper Makefield Township  
at 215-968-3340, Monday - Friday, 8:30 am - 4:30 pm.  
For assistance during non-business hours, contact  
Upper Makefield Police Department at 215-598-7121.**

*Upper Makefield Township reserves the right to change or cancel a pavilion use permit.  
The township also reserves the right to request additional information as deemed necessary by township staff.*



## **FACILITIES USE INDEMNIFICATION AGREEMENT**

### **Indemnification**

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Upper Makefield Township (the "Township"), its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including defense costs, attorneys' fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Township, except for such claims that are the sole result of the negligent and/or intentional acts and omissions of the Township.

**Insurance** - 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 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 or umbrella; and
  - \$ 1,000,000 products/completed operations aggregate.
2. This commercial general liability insurance or its equivalent shall include, but not be limited to, 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.
3. The Township and the Township'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 Township. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by Applicant to evidence its purchase of commercial general liability insurance:

This policy is amended to include as additional insureds the Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Township, "your product" or "your work".

4. If the Applicant has any owned autos, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.
  
5. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and 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.

**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 the 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 attorneys' fees) arising out of the Applicant's use or occupancy of the premises of the Township or arising out of Applicant's operations on, at or adjacent to any premises of Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of 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 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 Township.

\_\_\_\_\_  
*Signature of applicant*

\_\_\_\_\_  
*Print name of applicant*

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