

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Phone (610) 584-1410
Fax (610) 584-8901

HEEBNER PARK PAVILION & GAZEBO RENTAL APPLICATION

APPLICATION DATE: _____

RENTAL DATE REQUESTED: _____ TIME REQUESTED: _____ to _____

FACILITY REQUESTED:

_____ Small Pavilion (**up to 25 people** – *Valley Forge Road Entrance*).

_____ Large Pavilion with Concession Stand (**up to 100 people** – *Heebner Road Entrance*).

_____ Gazebo (**up to 75 people** – *Valley Forge Road Entrance*).

EVENT TYPE: _____

OF PEOPLE ATTENDING: _____ # OF VEHICLES EXPECTED: _____

An insurance Certificate listing Worcester Township as an additionally insured party is required from all parties expecting more than 50 people.

CONTACT NAME: _____ GROUP NAME: _____

ADDRESS: _____ CITY: _____ ZIP CODE: _____

HOME PHONE: _____ WORK PHONE: _____

EMAIL: _____

I have read the Worcester Township Pavilion Rules and Regulations (attached) and understand them. I agree to abide by and will ensure that the members of my group abide by these rules and regulations. I also understand that a failure to do so will result in my security deposit being forfeited. I agree that I am over 21 years of age. I understand that I am responsible for leaving the facility in the same condition as my arrival and that my security deposit will not be returned if the property or facilities are damaged or require clean up by Township staff. I understand that failure to return the key by the next business day after the facility rental date will result in a forfeiture of my security deposit. I understand that the park facilities may be in use by other groups and that the restrooms in the pavilions will remain open and available for all park users. As a permit holder, I understand that I must be on site for the full permitted time. I also understand that this agreement must be signed on the application and permit is void.

SIGNATURE OF APPLICANT: _____ DATE: _____

****Please send TWO checks: One for Security Deposit and One for Rental Fee****

****TOWNSHIP USE ONLY****

Permit Fee Received: Check #: _____ Amount: _____ Date: _____

Security Deposit Received: Check #: _____ Date: _____ Returned Date: _____

Received By: _____ Permit #: _____

Application Checklist:

- Completed and signed application.
- (2) checks – 1 (rental fee) and 1 (security deposit).
- Insurance certificate naming Worcester Township as holder, if more than 50 people.
 - Signature on page 4.

GENERAL INFORMATION

- 1. Small Pavilion:** The small pavilion holds up to 25 people, and is located next to the colorful playground set. Guests may enter and park at the Valley Forge Road entrance. There is a bathroom located at the pavilion, please note that this is also a public shared bathroom.
- 2. Large Pavilion:** The large pavilion holds up to 100 people, and is located adjacent to the three soccer fields at the Heebner Road entrance. There is a bathroom located at the pavilion, please note that this is also a public shared bathroom. This pavilion has a charcoal grill, is subject to adult supervision, and the proper extinguishing / disposal of all hot coals and/or ashes. This pavilion also has two windows for concessions – if you wish to utilize this space for *servicing* food, you must pick up the key at least (24) hours in advance and return this key on the following business day. If you are looking to *sell* food – a concession sales permit must also be completed.
- 3. Gazebo:** The gazebo holds up to 75 people, and is located in-between both the small and large pavilions. There are picnic tables, in addition to eight park benches surrounding the perimeter. There are no bathrooms located directly at the gazebo, guests can use either the bathroom at the small or large pavilion.
- 4. An insurance certificate naming Worcester Township as the certificate holder is required for parties more than 50 people.**

FEE SCALE

- Please provide **TWO (2) separate checks** with your application form, one for rental fee and one for the security deposit.

Township Residents, Business, or Organization:

<u>Number in Group</u>	<u>Up to 25</u>	<u>26-50</u>	<u>51-75</u>	<u>76-100</u>
Fee	\$25	\$50	\$75	\$100

Non-Township Residents, Business, or Organization:

<u>Number in Group</u>	<u>Up to 25</u>	<u>26-50</u>	<u>51-75</u>	<u>76-100</u>
Fee	\$50	\$100	\$150	\$200

Security Deposit:

Two (2) Times the Rental Fee

PERMIT HOLDER RESPONSIBILITIES

- The permit holder is responsible for all trash, area cleanliness and damage.
- The party signing the permit application will subsequently be the permit holder, and must be on site for the duration of the event, and is responsible for all conditions outlined in this application, including damages. The permit should be in possession of said party on the day of the event as proof. Your application does not guarantee permission will be granted, unless approved.

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- Repair for any damage to the facility shall be promptly paid by the group. Failure to do so will cause the security deposit to be surrendered to the township. Additional costs (above the security deposit) will be recovered in compliance with applicable law.
- Individuals, companies or organizations expecting a group of fifty (50) or more are required to have a certificate of insurance with Worcester Township named as an additionally insured party.
- Any special exceptions, circumstances or conditions are subject to discussion and/or approval by Worcester Township staff and must be submitted in writing.

SECURITY DEPOSIT INFORMATION

- The security deposit will be returned by mail, or it may be picked up not sooner than five (5) business days after the event. Security deposits will be forfeited unless the area is left in the same condition as it was found.
- A refund of 75% of the rental fee will be granted if weather conditions prohibit use of the rented facility and the event is not rescheduled. The security deposit will be returned in full. The Township will make the final determination on the weather conditions and pavilion use.
- A refund of 75 % of the rental fee will be granted for any cancellation received in writing at the Township building, not less than ten (10) working days prior to the date of the rental. The security deposit shall be returned in full.
- Cancellations less than ten (10) business days prior to the date of rental shall result in the entire rental fee being forfeited. The security deposit will be returned in full.

ADDITIONAL INFORMATION

1. Interested parties shall contact the township office to confirm availability of the pavilion at least seven (7) days prior to the desired date.
2. No municipal materials or equipment will be supplied for use.
3. Any groups exceeding 25 persons wishing to utilize ANY AREA, or any group (regardless of size) wishing EXCLUSIVE use of any park area, are required to have a permit.
4. The pavilions may be reserved for a single event per application. Multiple events or regular use throughout the year is subject to availability and a separate application must be made for each use. Athletic Associations are permitted to reserve the Large Pavilion (with concession stand) one date during a calendar year. *Official township events, scheduled or special, take precedence over all other events. On rare occasion, a rescheduled township event may require the cancellation of outside use on relatively short notice.*
5. The pavilions are available for reservation seven days a week, from 9:00 am through sunset, for increments of four (4) hours.
6. The attached application form, and waiver, must be completed, signed and returned with the rental fee, security deposit and other applicable documentation at least seven (7) days prior to your function or rental is not considered valid.
7. All areas of the park, other than those you are renting, must remain open to the public at all times.

INSURANCE

1. Applicant shall purchase and maintain throughout the term of this Agreement or its use or occupancy of any Worcester Township park 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.

3. Worcester Township (and its 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 applicable premises. Use of ISO from CG 2026, Additional Insured –Designated Person or Organization, or its equivalent is required.

4. If the Applicant has any owned autos, the Applicant shall purchase and maintain through the term of this agreement or its use or occupancy of the applicable 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 and occupancy of the applicable premises workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employees liability insurance or its equivalent with minimum limits of:

\$1,000,000	each accident for bodily injury by accident
\$1,000,000	each employee for bodily injury by disease; and
\$500,000	policy limit for bodily injury by disease.

PLEASE CHECK ONE:

- I have read, and understand, the insurance certificate requirement for rentals holding fifty (50) or more people. I am enclosing my certificate of insurance within this application.**
- I have read, and understand, the insurance certificate requirement for rentals holding fifty (50) or more people – my rental is fewer than 50 people.**

Signature of Applicant

Date

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GENERAL HEEBNER PARK RULES & REGULATIONS

All persons using park facilities in Worcester Township shall abide by the following regulations:

1. No group exceeding twenty-five (25) persons shall be allowed to use Township parks without a special permit.
2. Groups or parties wishing to reserve a park pavilion shall apply for a permit prior to occupying such a facility. Applications for a permit must be made at least ten (10) working days before the time the group or party desires to occupy the park and a reservations fee and security deposit must be paid according to the attached fee schedule to complete the reservation.
3. No group may discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status or sexual orientation.
4. Activities and games in the park shall take place in areas designated for such.
5. Religious instruction or services are prohibited.
6. Heebner Park is open from sunrise to sunset.
7. Future use of the facility can be denied to any person or organization, if prior use caused damage to township property or was disruptive to township operation.
8. Persons shall enter and leave the park by the entrances and exits provided for that purpose. Trail bollards may NOT be removed unless pre-approved.
9. Automobiles or other vehicles shall not be parked in any roadway or section of ground except in those areas designated for parking purposes, nor driven on any areas other than designated roads within the park. Failure to comply with these parking regulations will result in the forfeiture of the security deposit. No vehicles are permitted on walking trails.
10. No motor vehicles, whether licensed, or unlicensed, including motor bikes, motorcycles, mini-bikes, snowmobiles and any other motorized vehicles or cycles, are not permitted within the parks, open space or recreational areas except in paved parking lots.
11. The washing, repair, or painting of any motor vehicle shall not be allowed in the park.
12. The use of the charcoal grill at the Large Pavilion is subject to adult supervision and the proper extinguishing and disposal of all hot coals and/or ashes.
13. The only permissible fire in Heebner Park is in the grill adjacent to the large pavilion. No additional grills may be brought in the park or used. No other types of fires are allowed. If the grill adjacent to the large pavilion is used, it is to be safely and completely extinguished before leaving.
14. Alcoholic beverages shall not be possessed, sold, distributed, or consumed within the park.
15. No person shall be present in any Township park, open space or recreation area while under the influence of intoxicating beverages, drugs or any other controlled substances.
16. Disorderly conduct as defined in the statutes in the Commonwealth of Pennsylvania, Ordinances in the Township of Worcester or in Common Law is prohibited.
17. Abusive, indecent or threatening language or any conduct that may annoy others shall not be

allowed in the parks.

18. No persons shall scatter, drop, or leave litter in any portion of the park except in the receptacles provided for that purpose.
19. No animals are allowed in the park unless attended and controlled by a leash. The individual in charge of an animal entering any park or recreational area is required to be in possession of proper implements for the gathering and disposing of animal feces. All feces shall be collected immediately, not buried, but removed from the park or recreational area and placed in a trash receptacle or dumpster. Failure to comply with animal rules will result in the forfeiture of the security deposit.
20. It shall be unlawful to molest, annoy, strike, injure, maim, kill or destroy any animal life and/or animal habitat in the park.
21. Defacing, injuring, displacing, removing or damaging any natural or artificial facility or accessory in the park shall not be permitted.
22. No person shall injure, deface, or destroy any structure, notice, rules, or regulations for the use of a park posted or in any manner permanently fixed within the limits of same.
23. No one shall cut, injure, destroy, remove, disturb, interfere with or take any tree, bush or flower or any of the blossoms or fruit growing upon any tree, shrub, flower, or bush in a park.
24. It shall be unlawful for any person or persons to use or discharge any weapon of any nature including firearms, air rifles, spring guns, bow and arrow, slingshots, bb guns or rifles or any other missiles or projectiles in any Township park or Open Space.
25. No soliciting, posting of notices or advertisements, vending or any commercial activity is permitted in any township park, except any concession as may be duly established by the Board of Township Supervisors.
26. Large recreational apparatuses such as moon bounces, dunking booths, slip and slides, trampolines and similar equipment are not permitted in the parks.