

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

PARK CONCESSION SALES PERMIT APPLICATION

This permit valid only in conjunction with an approved Worcester Township Park Facility or Athletic Field Permit.

Application Date: _____ Date(s) Requested: _____

Times Requested: _____ to _____ (attach additional pages/schedule if necessary)

(Must be same dates for which an athletic field or other Township facility permit has been granted to the same group(s))

Name: _____ Title: _____

(Must be an officer of the organization. Permit will be issued to this individual or organization and all correspondence will be sent to address below)

Organization (Applicant): _____

Address: _____ City: _____, PA Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email: _____

Park/Area being requested:

- | | | |
|---------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Sunny Brook Park multi-purpose field | <input type="checkbox"/> Sunny Brook softball field 1 | <input type="checkbox"/> Sunny Brook softball field 2 |
| <input type="checkbox"/> Heebner Park 90' baseball field 1 | <input type="checkbox"/> Heebner Park 90' baseball field 2 | <input type="checkbox"/> Heebner Park soccer fields |
| <input type="checkbox"/> Heebner Park 60' baseball field 1 | <input type="checkbox"/> Heebner Park 60' baseball field 2 | <input type="checkbox"/> Mount Kirk Park |
| <input type="checkbox"/> Heyser Field | <input type="checkbox"/> Worcester Township Community Hall | |

I have read the Worcester Township Concession Sales Rules and Regulations and Park Rules and Regulations (attached) and understand them. I agree to abide by and will ensure that Applicant's members abide by these rules and regulations. I also understand that a failure to abide by any of these rules and regulations will result in Applicant's security deposit being forfeited. I agree that I am over 21 years of age. I understand that Applicant is responsible for leaving the facility in the same condition as upon Applicant's arrival, and that Applicant's security deposit will be forfeited if the property or facilities are damaged or require cleanup by Township staff. As the permit holder, I understand that I or another officer of the Applicant must be on site for the duration of the permitted activity. I understand that this Application must be signed by a Worcester Township official or this permit is not valid.

Signature: _____

On behalf of (name of organization, hereinafter "Applicant") _____

Title: _____

Date: _____

Return to: Worcester Township Parks & Recreation, PO Box 767, Worcester, PA 19490

***** FOR TOWNSHIP USE ONLY *****

Check # _____ Security Deposit Received \$ _____ Date Refunded: _____

Notes:

Authorized By: _____ Date: _____

(Worcester Township Official)

ADOPTED 06/16/10

Liability Waiver and Release

THE UNDERSIGNED, on behalf of _____ (hereinafter the "Applicant"), its successors and assigns, forever remises and hereby releases and discharges Worcester Township, its elected and appointed officials, officers, authorized volunteers, consultants, agents and employees, and their heirs, executors, administrators, successors and assigns (hereinafter "Worcester Township") from any and all actions, causes of all actions, suits, debts, accounts, controversies, damages, claims, judgments and demands, whatsoever, which Applicant/Applicant's invitees, members, employees, officials, volunteers, agents, or other representatives may have or acquire against Worcester Township, by reason of any loss resulting from personal injury or property damage, which may occur during, in connection with or by reason of Applicant's, invitee's, or its member's, employee's, official's, volunteer's, agent's or other representative's use and presence on or in any portion of a Worcester Township park or other facility.

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of and save harmless Worcester Township from any and all claims, liability, loss, damage, judgments, costs or expense (including attorney's fees) arising out of Applicant's use or occupancy of any Worcester Township park or arising out of Applicant's operations on, at or adjacent to any premises of a Worcester Township park or building. Such waiver shall apply regardless of the cause or origin of the loss or damage unless proven to be solely attributable to the gross negligence or intentional misconduct of the Township or any of its authorized representatives.

Damage to Property

Applicant shall be solely responsible for any loss or damage to property of Applicant or its invitees, members, employees, officials, volunteers, agents and representatives while such are on, at or adjacent to, any Worcester Township park or building. Applicant shall also be responsible for any loss or damage to Township property, unless such loss or damage is proven to be solely attributable to the gross negligence or intentional misconduct of the Township or any of its authorized representatives. The Township' remedy shall not be limited to the amount of any security deposit, and the Township may pursue all appropriate remedies to recover the cost of repairs or replacement, or other damages, including attorneys' fees.

Right to Terminate

Applicant, to the fullest extent permitted by law, agrees for itself as well as on behalf of its invitees, members, employees, officials, volunteers, agents and other representatives that Worcester Township shall have the right, at its discretion, to enforce rules of conduct and/or terminate the presence of Applicant and/or Applicant's use of the park and its facilities for failure to act in conformance thereof, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony or interest of Worcester Township, the surrounding neighborhood or the park.

Authorization

Applicant, for itself as well as on behalf of its invitees, members, employees, officials, volunteers, agents and representatives, grants full authority to Worcester Township to take whatever action, in their discretion, is determined to be necessary regarding the health, safety and welfare of Applicant, its invitees, members, employees, officials, volunteers, agents and other representatives.

Signature: _____ **Printed Name:** _____

Title (must be president or other authorized officer of organization): _____

On behalf of Applicant (name of organization): _____

Date: _____

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CONCESSION SALES PERMIT APPLICATION INSTRUCTIONS

1. The attached application and waiver must be completed, signed and returned with the security deposit and other applicable documentation at least ten (10) working days prior to the first concession sales date.
2. A concession sales permit is available only to an organization that has been granted a permit for the same field or facility on the same dates at the same times, except as noted in the following item.
3. In the event that a third party has been authorized by the Applicant to provide concession sales as part of this application and the related park facility or athletic field permit, then the third-party concessioner shall execute a separate Park Concession Sales Permit Application and comply with all of the rules, regulations and instruction included therein. The organization completing the primary concession sales permit application shall also execute and become a party to the third-party concession sales permit application.
4. 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 party signing the permit application will subsequently be the permit holder. This person, or another officer of the organization, must be on site for the duration of the event and is responsible for all conditions outlined in this application, including damages. The Applicant shall provide, with the concession sales permit application, a name and cell phone number for each authorized officer representing the organization in this capacity. The signed permit must be available at the site on the day of the event.
6. No municipal materials or equipment will be supplied for use. The park gazebo and pavilions are not available for concession sales. Portable tents and tables for concession sales must be furnished and maintained by the permit holder and must be removed at the conclusion of the event.
7. The security deposit fee for concession sales is as follows:

Athletic Associations

Number of Athletes	<u>0 to 100</u>	<u>101 to 250</u>	<u>251 to 500</u>	<u>Over 500</u>
Per Field Under Permit	\$250	\$500	\$750	\$1,000

Other Organizations (flat rate) \$200

8. The security deposit will be deposited by the Township upon the first violation of the concession policy, and the concession sales permit will be immediately rescinded by the Township. Security deposits will be forfeited unless the area is left in the same condition as it was found. Applicant is responsible for removal of all trash, cleanliness of the area, and repair of any damage to Township property.
9. Should no violations occur, the security deposit will be returned by mail, or it may be picked up not sooner than ten (10) business days after the last date requested on the concession sales permit application.
10. Additional costs (above the security deposit) will be recovered in compliance with applicable law, if necessary.
11. The Township must be notified in writing of any special circumstances or conditions. No such circumstances or conditions will be deemed to have been approved unless approval has been given in writing by a Township official.

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WORCESTER TOWNSHIP CONCESSION SALES RULES & REGULATIONS

1. Applicant shall comply with all health, sanitation and food handling laws, rules and regulations of the Montgomery County Health Department, the Commonwealth of Pennsylvania and all other authorities having jurisdiction. Applicant shall obtain, maintain and provide copies of all health and sanitation permits, licenses and documentation required for the sale of concessions. Applicant shall provide this documentation with the concession sales permit application.
2. A concession sales permit is available only to an organization that has been granted a permit for the same field or facility on the same dates at the same times, except as noted in the following item.
3. In the event that a third party has been authorized by the Applicant to provide concession sales as part of this application and the related park facility or athletic field permit, then the third-party concessioner shall execute a separate Park Concession Sales Permit Application and comply with all of the rules, regulations and instruction included therein. The organization completing the primary concession sales permit application shall also execute and become a party to the third-party concession sales permit application.
4. Applicant shall provide sufficient trash receptacles for concession operations and customers, and at the conclusion of each event, shall remove all trash and trash receptacles from the premises and shall legally dispose of all trash.
5. Applicant shall provide sufficient receptacles designated for recyclable materials and shall ensure that recyclable materials are delivered to a legally authorized processing center. Recyclable materials shall include but not be limited to the following materials: clear glass, colored glass, plastics, aluminum, steel and bimetallic cans, high grade office paper, corrugated paper and newsprint.
6. Applicant shall provide all furnishings necessary for the concession operation, including but not limited to tables and portable tent. No more than one portable tent may be used at any one location without the prior written permission of a Township official. No items may be stored in Township facilities or left on the premises after the event.
7. No open fires are permitted. Gas grills supplied by Applicant are permitted only at Community Hall, and only outside. Gas grills must be equipped with a lid that can completely cover the cooking area. Applicant shall have a Type ABC fire extinguisher at the concession stand during the operation of the grill. Applicants are not permitted to bring grills of any other type onto any Township facility.
8. There shall be no sale of beverages in glass bottles.
9. There shall be no sale of alcoholic beverages, tobacco products or chewing/bubble gum.
10. Applicant shall purchase and maintain throughout the term of this Agreement or its use or occupancy of any Worcester Township park or facility commercial general liability insurance or its equivalent with minimum limits of \$1,000,000/\$1,000,000. For any athletic event, this insurance shall also include coverage for liability arising from athletic or sports participation, and liability arising from bodily injury to spectators. For concessioners, this insurance shall include coverage for a concession operation.
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 form CG 2026, Additional Insured - Designated Person or Organization, or its equivalent is required.

If Applicant has any owned autos, Applicant shall purchase and maintain throughout the term of this permit or Applicant's use or occupancy of Worcester Township premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident, including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.

If Applicant has any employees, Applicant shall purchase and maintain throughout the term of this permit or Applicant's use or occupancy of Worcester 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.

Applicant shall provide the Township with a certificate of insurance with the concession sales permit application, in accordance with the terms and conditions of this item. The certificate of insurance shall list effective dates covering the dates identified in the concession sales permit application.

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WORCESTER TOWNSHIP 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. No group may discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status or sexual orientation.
3. All parks and trails are open from sunrise to sunset.
4. 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.
5. 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 parks. Permit holders wishing to designate additional parking areas and travel lanes shall work with Township staff before the event to determine the location and marking of appropriate additional parking areas and travel lanes. Additional parking areas and travel lanes shall not be established or utilized without the written consent of the Township Manager, Director of Parks and Recreation or other authorized Township staff. Failure to comply with these parking regulations will result in the forfeiture of any security deposit. No vehicles are permitted on walking trails.
6. The charcoal grill at Heebner Park Pavilion A, the large pavilion, may be used only by persons over the age of 18. The grill shall be properly extinguished before the users leave the pavilion. Coals and ash shall be removed and disposed of properly by the permit holder. The only permissible fire in Heebner Park is in the grill at Pavilion A. No additional grills may be brought in the park or used. No other types of fires are allowed.
7. The washing, repair, or painting of any motor vehicle shall not be allowed in the park.
8. Religious instruction or services are prohibited.
9. Future use of any facility can be denied to any person or organization, if prior use caused damage to Township property or was disruptive to Township operation.
10. Alcoholic beverages shall not be possessed, sold, distributed, or consumed within the park.
11. 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.
12. Disorderly conduct as defined in the statutes in the Commonwealth of Pennsylvania, Ordinances in the Township of Worcester or in Common Law is prohibited.
13. Abusive, indecent or threatening language or any conduct that may annoy others shall not be allowed in the parks.
14. No motor vehicles, whether licensed, or unlicensed, including motor bikes, motorcycles, mini-bikes, snowmobiles and any other motorized vehicles or cycles, are permitted within the parks, open space or recreational areas except in paved parking lots. Motorized electric vehicles for the use of disabled persons are excepted. Motorized vehicles shall not be used for recreational purposes in any paved or unpaved area of the parks.
15. 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, and removed from the park or recreational area and placed in a trash receptacle or dumpster.

16. Defacing, injuring, displacing, removing or damaging any natural or artificial facility, accessory or other structure in the park shall not be permitted.
17. No persons shall scatter, drop, or leave litter in any portion of the park except in the receptacles provided for that purpose.
18. 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.
19. Activities and games in the park shall take place in areas designated for such.
20. 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.
21. It shall be unlawful to molest, annoy, strike, injure, maim, kill or destroy any animal life and/or animal habitat in the park.
22. 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 Township.
23. Large recreational apparatuses such as moonbounces, dunking booths, slip and slides, trampolines and similar equipment are not permitted in the parks.