



**Fox Township Park
PUBLIC EVENT/SPORTING ACTIVITY
PARK RENTAL CONTRACT**

This form is to be used to request the use of any Fox Township Park facility for any event that will be open to the public to attend or any sporting activity by both for-profit and non-profit groups.

APPLICATIONS MUST BE SUBMITTED IN TIME TO BE ACTED UPON AT A TOWNSHIP MEETING (the first Wednesday of each month) PRIOR TO THE EVENT
Your date will NOT be reserved until this form and fees (if applicable) are received AND approved by Fox Township!!! DO NOT ADVERTISE YOUR EVENT UNTIL YOU RECEIVE APPROVAL!!

Organization Name: _____

Contact Person/Responsible Party:

Name _____ **Phone** _____

Address _____

City _____ **State** _____ **Zip Code** _____

Email address _____

Description of Event: *Be specific. Include a copy of any intended advertisement/flyer for the event.*

Date of Event: _____ **Start Time:** _____ **End Time:** _____

Preferred Location of Event (check one):

Main Street Park (381 Main Street, behind the firehall)

Community Park (298 Main Street)

List ALL facilities/areas that will be used by your event (i.e. playing fields, courts, parking areas, stage, pavilion, etc. The use of restrooms is assumed for all events.)

FEES (check one):

- _____ **Event Host is a Fox Township Group/Organization** **\$ 75**
- _____ **Event Host is NOT a Fox Township Group/Organization** **\$100**
- _____ **Tournaments without the use of the concession stand** **\$250**
- _____ **Tournaments with the use of the concession stand** **\$400**
- _____ **Use of any small athletic field (per game)** **\$ 75** # of games _____
- _____ **Use of any large athletic field (per game)** **\$100** # of games _____
- _____ **Fox Twp. Soccer or Fox Twp Little League** **No Charge**
- _____ **OTHER** _____ ******

***Special situations or events including extended use of athletic fields may merit a unique fee and will be determined by the Board of Supervisors. Fox Township Supervisors and/or Fox Township Recreation Board reserve the right to waive or discount fees for certain organizations/events as deemed appropriate and in the best interest of the community. Final payment amount will be determined upon approval. Fees must be paid in full*

prior to the event. **Please enclose a check or money order, payable to “Fox Township” for the amount listed above.**

PLEASE READ ALL OF THE FOLLOWING BEFORE SIGNING:

- **No pets, tobacco or alcohol** permitted by rental applicant or guests at any facilities.
- The applicant must represent a responsible organization. **You are responsible for the conduct of individuals associated with your group.**
- **Broken or damaged items** will be the responsibility of the organization using the facility.
- The organization using the facility is responsible for **cleaning and returning the facility to the condition in which it was found** prior to their event. This includes all areas used by the organization. All garbage generated from said event must be placed in the appropriate receptacles.
- **Persons signing this form must be on the premises** during the entire use of the facility.
- Township facilities may not be used for meetings promoting political, subversive, sexist, or racist doctrines.
- **Absolutely NO** pins, taped, nails etc. are permitted on or in any structure or fixture on park grounds.
- **DO NOT ADVERTISE YOUR EVENT PRIOR TO RECEIVING APPROVAL!** Fox Township will NOT be responsible for expenses or other liabilities incurred by the organization for an event that is advertised prematurely and subsequently denied.

RELEASE AND INDEMNIFICATION AGREEMENT (the legal stuff)

It is understood and agreed that Fox Township assumes no liability in the occupancy and use of township facilities. The applicant/user of the Township’s facilities takes the same “as is” and “where is” without warranty of any kind from the Township or its agent. By executing the Township’s Rental Contract, the applicant agrees that the nature of the relationship existing between the Township of Fox and any applicant(s) utilizing the Township’s recreational facilities is that of licensor/licensee rather than inviter/invitee. Further, such applicant agrees that the Township, in granting an applicant a permit hereunder, does not assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such person or persons or any third person or persons.

Know all persons by these presents, that the responsible party named within this document for and in consideration of the permission granted to use the indicated facility on the requested date, does hereby remise, release and forever discharge Fox Township, its governing body, officers, employees, agents, successors, and assigns, of and from all and all manner of actions, causes of action, suits, debts, dues, judgements, contracts, obligations, liabilities, agreements and all other claims and demands of any nature whatsoever, whether at law or in equity, especially including but not limited to all claims, obligations and liabilities which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any all known and unknown, foreseen and unforeseen, temporary or permanent bodily and personal injuries and property damage and the consequences thereof resulting or to result from any accident, incident, casualty, or event occurring on or about the date or dates written above and in connection with the use of the above-described facility of Fox Township, including ingress and egress thereto and therefrom; and including any such claim or demand which against the said Fox Township, its governing body, officers, employees, agents, successors, or assigns, governing body, officers, employees, agents, invitees, or guests, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

And, furthermore, the undersigned does hereby expressly stipulate and agree, in consideration of the benefits to the undersigned described hereinabove, to indemnify and hold forever harmless the said Fox Township, its governing body, officers, employees, agents, successors and assigns against loss hereinabove, including the

reasonable cause of defense thereof and the undersigned hereby waives any and all right of exemption or contribution to which it may be entitled under the laws of this or any other State as against such claim or indemnity.

Intending to be legally bound, I/we hereby

- [1] agree to comply with the conditions of Fox Township governing the use of facilities and agree to assume full responsibility for injury or damage to Township property occasioned by such use of the above-described accommodations and special permission herein granted, and will make same good without expense to the Township,
- [2] understand that our execution of the release and indemnification agreement in the form is a condition precedent to Fox Township's approval of this permit, and
- [3] acknowledge having received, examined and agreed to the several Fox Township rules detailed in the form



SIGNATURE and title of Responsible Party

Date

**RETURN SIGNED FORM, A COPY OF YOUR CERTIFICATE OF INSURANCE FOR THE EVENT AND
PAYMENT TO: Fox Township, PO Box 184, Kersey, PA 15846**

Checklist to be completed by Fox Township Staff:

- Requested Date and facility are available
- Rental contract is signed
- Certificate of Insurance submitted
- Payment Received Date _____ Check # _____ Amount \$ _____

Signature of Staff receiving this contract

Date

Fox Township Recreation Board has:

- Approved this contract**
- Denied this contract**

Comments: _____

Signature of Chairperson

Date of Meeting

Fox Township Board of Supervisors has:

- Approved this contract**
- Denied this contract**

Comments: _____

Signature of Chairperson

Date of Meeting