



New Hanover Township Parks & Recreation Department
 2373 Hoffmansville Road
 Frederick, PA 19435
 Telephone (610) 652-2720
 Email: cgarner@newhanover-pa.org
 Web Site: www.newhanover-pa.org

Application / Permit For use of New Hanover Township Facilities

Name: _____ **Today's Date:** _____

Organization (if applicable): _____ **Resident of NHT: Yes** ___ **No** ___

Address: _____

Phone: Home: _____ **Cell:** _____ **Email:** _____

Event Date: _____ **Time: Start:** _____ **End:** _____ **Hrs:** _____
 (Includes setup and cleanup)

Number of People in Group: _____ *Notes:* _____

Hickory Park:

___ Pavilion 1 (capacity 40, grill area, electricity, running water)	\$ 75.00(res.)	\$125.00 (non-res.)
___ Pavilion 2 (capacity, 40, grill area, electricity, running water)	\$ 75.00 (res.)	\$125.00 (non-res.)
___ Pavilion 3 (capacity 75, grill area, electricity, running water)	\$125.00(res.)	\$175.00 (non-res.)
___ Pavilion 5 (capacity 40, grill area)	\$ 75.00 (res.)	\$125.00(non-res.)
___ Entertainment Gazebo	\$ 50.00 (res.)	\$ 60.00 (non-res.)
___ Food Service Pavilion	\$ 20.00 (res.)	\$ 35.00 (non-res.)

New Hanover Community Park:

___ Pavilion (capacity 40, grill area)	\$ 75.00 (res.)	\$125.00 (non-res.)
___ Indoor Facility (capacity 125, grill area, electricity, indoor restroom)	\$150.00 (res.)	\$200.00 (non-res.)

Note: A security deposit of \$100.00 is required to be submitted and will be DESTROYED following an inspection and confirmation that no damage had occurred during your event. Deposit check must be separate from rental fee check.

BY SIGNING BELOW I CERTIFY THAT I AM A SPONSER OF THE GROUP AND WILL BE PERSONALLY RESPONSIBLE FOR ANY VIOLATIONS OF THE FACILITY PERMIT AND RULES & REGULATIONS. ALSO BY SIGNING THIS FORM, I AM STATING THAT I HAVE READ, REVIEWED AND UNDERSTAND EVERYTHING STATED IN THIS PACKAGE.

APPLICANT SIGNATURE: _____ Date: _____

VALIDATION SIGNATURE: _____ Date: _____

FOR TOWNSHIP USE ONLY

<u>Area</u>	<u>Hrs</u>	<u>Fee</u>	<u>Deposit</u>	<u>Certificate of Insurance</u>
Reservation #1:				Received: _____
Reservation #2:				Not Received: _____
				Not Applicable: _____
Payment Method: _____ Total: _____ Receipt# _____ Date _____				



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Applicant, on behalf of themselves and all those attending and participating, agrees that the individuals and/ or parties in attendance and participating will comply with the laws of the Commonwealth of Pennsylvania, the New Hanover Township Code of Ordinances, and the park rules and regulations, copies of which rules, and regulations have been made available to applicant, receipt of which is hereby acknowledged by applicant. Applicant acknowledges that the permit/ reservation is for a specific and limited period of time and is temporary in nature only. Applicant further agrees, that the facility shall at all times remain and be open to inspection and view by the Township of New Hanover, by and through its delegated agents and employees and any other governmental agency having jurisdiction. Applicant acknowledges that such request for permit/ reservations are at the sole discretion of the Board of Supervisors as administered by the Township Manager. Application must be submitted to the Township Administrative offices at least seven (7) days prior to the scheduled event and are subject to the availability of facilities on a first-come, first-serve basis and further that any such permit and/or reservation shall not be transferable.

Security Deposits: Along with the application, applicant shall submit two (2) separate checks or other financial security in a form acceptable to the Township, made payable to the Township of New Hanover. The first fee in the sum of One Hundred Dollars (\$100.00) is to be applied as a deposit against any damages or cost in the nature of added security, waste removal, etc. This fee shall be refundable within one week of the conclusion of the event subject to any amounts that are determined necessary to be withheld by the Township to reimburse the Township for damages or costs, including but not limited to, security expenses, solid waste and rubbish removal, etc. and applicant further acknowledges that they will be individually and personally responsible and liable for any damages and/or other costs in the event that they should exceed the One Hundred Dollar (\$100.00) deposit. The second fee in the sum of the rental fee (see fee schedule) is to cover administrative costs and expenses. Any consideration for refund of this fee would be in accordance with the cancellation/rainout schedule.

Insurance: Applicant shall also tender concurrent herewith proof of insurance establishing that applicant has obtained an insurance policy with the Township of New Hanover named as additional insured against any damages to the property, injury (including death) to individuals. Applicant does hereby further release, relinquish, and quit claim any claims applicant, or anyone participating or making use of the facilities on applicant's behalf, has or may have against the Township of New Hanover, its agents, servants, and employees, arising directly or indirectly from the use and occupation of the said facility and does hereby acknowledge and further agree to indemnify and hold harmless the Township, its agents, servants, and employees against any claim applicant and/ or persons or parties attending, participating, and making use of the facility pursuant to applicant's request, may have against the Township for any claims, injuries, damage, liability, cost, or exposure of any nature, including any action or cause of action, whether said occurrence was a direct or indirect consequence of applicant's use, possession or occupancy of said site.

Applicant on behalf of themselves and other individuals participating, using and occupying the facilities acknowledges that all motor vehicles brought to the facility shall be restricted to and remain upon the paved, macadam or graveled portion of the premises and that no motor vehicles, motorcycles, ATV's or other motorized equipment will be permitted on or about the premises, unless being operated by an adult on the paved, macadam, or graveled portions of the premises. No structure, buildings or other permanent facilities may be installed, constructed or permitted on the premises. All existing structures, buildings or facilities shall be maintained in a clean and litter free condition including, but not limited, to the restroom facilities within said structures. Any and all food or consumables shall be stored in plastic or other suitable containers and particular efforts should be taken to prevent the spillage, release or other disposal of such food and consumables except in appropriate and designated trash receptacles. All wildlife shall be protected and preserved from harassment, harm and damage.

Applicant acknowledges on behalf of themselves and those individuals and persons participating in , using and occupying the facility that said use and occupancy shall be in an orderly and lawful fashion, that the possession and



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use of weapons of any nature, but specifically including guns, firearms, rifles, shotguns and handguns is expressly prohibited that the possession and use of fireworks, explosive devices, or other flammable and explosive materials except as herein otherwise noted, is precluded and that loud, unruly, noxious, harassing and disorderly behavior will not be permitted and that such behavior, should it occur and/or continue, subject to the discretion of the representatives of the Township and/or the Township Police Department, may be cause for termination of the permit/ reservation at or prior to the anticipated termination of the scheduled event. Applicant should, on behalf of themselves and all those participating, familiarize themselves with the Code or Ordinances of the Township of New Hanover and specifically, the rules and regulations applicable to the Township Open Space, Recreation and Park lands. In addition, applicant, by and on behalf of those participating in the event, shall obtain and provide their own security services as may be necessary for the event and activity, subject to applicant's acknowledgement that a representative of the Township's Police Department shall be permitted to inspect and observe said use, occupation and possession of the premises and applicant and those participating shall abide by any and all direction, requests and instructions from that representative. Applicant, by and on behalf of those participating, using and occupying the facility, shall also specifically abide by and take all steps necessary to prevent any violations of the Litter law and all other applicable provisions of the Township's Code of Ordinances. No open fires shall be permitted on the premises. Applicant may use or employ grills, barbeques, and hibachi's so long as the fuel is contained within that appliance or in the appropriate container and restricted to the designated area of the facility. In no event should said appliances be permitted within or immediately adjacent to any structure, building or other facility and further subject to the personal attention and presence of an individual responsible for such appliances during all times when placed in use.

I _____, hereby certify that the facts set forth on this application are true and correct to the best of my knowledge. I understand and have been informed of the Rules and Regulations of the Township of New Hanover, and I understand that the submission of false or misleading information or failure to abide by the Rules and Regulations of all Ordinances of the Township of New Hanover, either posted or included in the Codified Code of New Hanover Township, is grounds for suspension or revocation of said permit.

I _____, do hereby further agree that I shall be principally responsible for those parties participating in the permitted activities and that I, on behalf of myself and such organization as is involved, having authority to do so, do hereby release and waive any and all claims, actions, or cause of actions whatsoever arising as a result of our participation in the permitted activity and I do further indemnify and hold harmless the Township of New Hanover from any and all claims, suits, or demands of liability whatsoever I may have against the township of New Hanover, its agents, servants, employees and representatives and from any and all damages, accidents and/ or injury sustained by myself, those under my control and those participating in the permitted activities while engaged in any and all activities associated with or occurring on or about the New Hanover Township Open Space and Recreation facilities. This Release, hold harmless and indemnity agreement is executed voluntarily and with full knowledge and understanding and with the intention that I and those under my control and supervision shall be legally bound thereby.

Signature of Applicant

Date



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TOWNSHIP OF NEW HANOVER
 DEPARTMENT OF PARKS AND RECREATION

HOLD HARMLESS AGREEMENT AND INSURANCE
 REQUIREMENTS
 FOR PARKS AND RECREATION FACILITY USE

Agreement made this _____ day of _____, 20____,
 between _____ (hereinafter referred to as the "user")
(renter's name)
 and the Township of New Hanover (hereinafter referred to as the "Township").

WITNESSETH:

WHEREAS, User desires to use a certain Township facility, to wit, _____
(rental location)
 On _____ from _____ to _____ and;
(date) (beginning time) (ending time)

WHEREAS, Township is willing to permit Applicant to use the Township Facilities subject to certain conditions.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and intending to be legally bound hereby, the parties agree as follows;

Indemnification

In consideration for the permission to use New Hanover Township's park and recreation facility, Applicant agrees to the fullest extent permitted by law to defend, indemnify, pay on behalf of, and save harmless New Hanover 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 New Hanover Township.

(Applicant's Signature)

(Date)



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CANCELLATIONS

- Any cancellation less than fourteen (14) calendar days prior to the reserved time will not be eligible for a refund or a credit.
- Any cancellation fourteen (14) or more calendar days prior to the reserved time will be eligible for a 50% refund or credit.
- Any cancellation 30 days or more in advance will be eligible for a full (100%) refund.
- NO SHOWS=NO REFUND

RAINOUTS

If weather conditions (at the park) prohibit use of facility, you must notify us by phone, prior to your scheduled arrival time on the day of the event. We will then:

1. Attempt to reschedule your group during the current season, or
2. Refund the rental fee. Partial use = Partial refund.