

HEREFORD Township Pavilion/Park Use Application

IMPORTANT NOTICE - People and/or organizations seeking to use Hereford Township[parks and the Pavilion in the Park, the baseball field or other specific facilities in the Township must complete this form. It is MOST IMPORTANT for all Applicants to recognize that the Township considers the Applicant as the legally responsible party to this Agreement, regardless of whether the Applicant is acting on behalf of an organization or entity. Where a person is acting on behalf of an organization or other entity, the Township may also look to the organization or entity for performance under this Agreement but is not obligated to do so. Applicants are advised to MAKE SURE you have the authority to enter into this Agreement for the organization or entity because the Township will look to the Applicant(s) to fulfill its terms.

Applicant Name _____

Applicant Address and phone: _____

Co-Applicant Name _____

CO-Applicant Address and phone _____

Organization/ entity name and address _____

Applicants' position with Organization/entity _____

Date(s) of use: Start _____ End _____

Purpose/type of use: _____

Number expected: _____

Applicant(s), on behalf of themselves/himself/herself and any Organization/entity named above
COVENANT AND AGREE to ALL of the following:

1. The Park/Pavilion and/or facilities used pursuant to this Agreement (the Facilities) are rustic and in some cases were installed or constructed prior to many modern codes. Applicant(s) are using and accept the Facilities in their current condition AS IS. Applicant(s) acknowledge and agree that the Township provides these facilities upon request of Applicant(s) and Applicant(s) have examined or inspected the Facilities and determined that they are suitable for Applicant(s) intended use. Applicant(s) assumes all risk with regard to use of all Facilities.
2. Applicant(s) and/or the organization/entity acknowledges, understands and agrees that the Applicant(s), organization and/or entity shall provide its own insurance and will not look to the Township to recover for any accident, injury or loss.

3. Applicant(s)/organization/entity does hereby waive any and all rights of subrogation that would in any way permit any insurer or other third party to sue or seek reimbursement or recovery from the Township for any claims or to recover any funds paid.
4. Applicant(s) organization/entity SHALL ABIDE BY and enforce among its guests and attendees full compliance with all Rules, Regulations and Ordinances of the Township in the use and enjoyment of the Facilities. The Township expressly reserves the right to IMMEDIATELY TERMINATE AND EVICT ALL ATTENDEES of a scheduled event for any violation by any participant of any applicable rules, regulations and ordinances
5. The Township shall not discriminate on the basis of race, sex, creed, religion, or national origin, but does reserve the right to prefer residents and taxpayers to any other applicants and to decline any use of the Facilities in its sole discretion for any reason or no reason so long as any such suspension or denial does not violate any applicable Federal or state statutes or regulations.
6. Applicant(s), on behalf of themselves, their organizations and/or entities hereby expressly INDEMNIFIES AND HOLDS HARMLESS the Township, its Supervisors, employees, successors and assigns of and from all claims, damages, loss, cost or expense of any kind, including any court costs and attorneys fees that can or may in the future be incurred in any way related to this Agreement, use of the Facilities, denial of uses of the Facilities, personal injury or property damage incurred by any attendee or participant and all injuries arising out of or relating to the same, any claims by any persons for damages or injury to persons or property, and any suits, demands, claims, or loss concerning the same.
7. To the maximum extent provided by law, Applicant(s) on behalf of themselves, their organizations and/or entities hereby WAIVES AND RELEASES the Township, its supervisors, employees successors and assigns, of any and all claims, that in any way arise out of or relate to this Agreement and/or the use of the Facilities.
8. The provisions of this Agreement are severable. Should any term, covenant or provision of this Agreement be held or declared invalid or unenforceable by any Court or agency having jurisdiction, for any reason, the remaining terms, covenants, and provisions shall remain in full force and effect and only that specific term, covenant or provision will be considered stricken.

THIS APPLICATION BECOMES A LEGALLY BINDING CONTRACT WHEN ACCEPTED BY THE TOWNSHIP. Applicant(s), organizations, and entities expressly intend to be legally bound by these terms UPON ACCEPTANCE BY THE AUTHORIZED Township representatives.

PLEASE REMEMBER:

- Alcoholic beverages are NOT permitted on park grounds.
- Please clean up area after use. Refuse must be hauled away. (This will be the responsibility of the applicant.)
- A Park Pavilion rental does not authorize use of the Ball Field or Tennis Court. Use of these facilities is permitted if not occupied. If other parties are waiting to use the Tennis Court, please be considerate and limit your play time.
- The Park closes at dark.
- Noise consideration: please be considerate of our neighbors.

- No fires, except within the containers provided.
- No parking along Township Road.
- Any person who violates any of the terms of the current Township Parks, Recreation, and Open Areas Ordinance will be subject to penalties as prescribed within the acting said Ordinance.

Applicant Signature: _____ Date: _____

Township Signature: _____ Date: _____

Deposit Amount Received: \$ _____

Check # or Cash: _____

Fee: \$ _____

Amount Due Back to Applicant upon Satisfactory Inspection: \$ _____

Hours

Park open sunrise to sunset

Do's

Act neighborly

Clean up after activities

Clean up after pets

Keep pets on leash

Respect neighboring properties

Dispose of waste in receptacles

Don'ts

Vandalism, theft or tampering with notices

Littering

Dumping trash, clippings, brush or carcasses

Alcohol

Drugs

Golfing

Hunting

Camping

Camp fires

Weapons

Motorized vehicles (except wheelchairs)

Loud music

Horses

Removal or township property

Solicitations