

SPRINGFIELD TOWNSHIP COMMUNITY CENTER EVENT RENTAL AGREEMENT

Permitted Uses

Springfield Township reserves the right to limit the use of its facility when an activity that is deemed dangerous or may interfere with Township operations, special Township meetings, or Township or community programs or events. Recreation Center A and B are not to be used for indoor sports that could damage the drywall.

Hours of Use

Event set-up and break-down must be completed within the below hours:

- Monday through Sunday 8:30 am to 10:00 pm
- The Community Center must be emptied and doors locked at 10:00 PM

Facilities Available for Use - Maximum Occupancy 275 Persons per Building

- Gymnasium (Rec A)
 - Rental of Rec A includes use of the stage area, basketball court and kitchen. The kitchen contains a refrigerator, microwave and sink. 24 tables and 150 chairs are included.
- Multi-Use Building (Rec B)
 - Rental of Rec B includes use of the carpeted front room, carpeted main event area, sink in front of building and small office with a refrigerator in rear of building. 24 tables and 140 chairs are included.

Tables and Chairs

Tables and chairs found inside the building are included with the rental. Tables and chairs are not to be removed from the building. If a group requires more tables and chairs than the building holds, they are to rent from a company and have the materials delivered during the hours on the permit. Tables and chairs are to be returned to the storage space at the conclusion of the event. The event sponsors must supply plastic, vinyl or cloth table coverings to protect all tables.

Parking and ADA Accessibility

Parking is extremely limited. Parking is located in the front parking lot and the lot behind the Community Center. No parking is permitted in lawn areas, in fire lanes or in areas designated for police, township and/or emergency services personnel. The Site Supervisor on duty will open the front doors at the time stated on the permit. Rec A and Rec B buildings have handicapped accessibility entry.

Supervision

A Site Supervisor must be on duty during all rentals. The building will not be open without a Springfield Township Recreation Facility Attendant on site. There is a fee of \$20 per hour for a Site Supervisor.

User Fees

Fees are determined based on the following designations:

Group A - \$25 per hour + \$20 per hour Site Supervisor Fee

- Youth sports organizations located in Springfield Township
- Community, civic or political organization's located in Springfield Township
- County, State, Federal, elected officials representing Springfield Township
- Springfield Township School District

Group B - \$50 per hour + \$20 per hour Site Supervisor Fee

- Private Citizen (resident or non-resident)
- For Profit, Business and Commercial Organization (resident or non-resident)
- Non-profit, political, non-community organization outside the boundary of Springfield Township

Security Deposit

A \$100.00 security deposit is due with user fee and completed application. If your group stays beyond the times specified on the permit or does not clean up, this deposit will be kept. Otherwise, it will be returned to you at the conclusion of the event. Any expenses incurred by the Township to restore the facility to its prior condition will be the responsibility of the renter including the loss of your security deposit.

Damage to Property of the Renter and its Invitees

The Renter and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Renter or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Springfield Township.

Decorations

Any decorations used must be attached using painters tape only. All decorations and tape residue must be removed leaving no trace and disposed of before leaving. No nails, thumbtacks, staples, etc. are allowed to be used. There are bulletin boards available for use in the front of the building. No balloons are permitted in the building. If balloons are released and become stuck in the ceiling, the renter will forfeit the security deposit in full.

Cleaning

The renter is responsible for leaving the venue clean upon departure. Renters are to bring their own cleaning supplies.

Payment

Full payment must be submitted at least 10 business days before the requested reservation date. Failure to submit full payment will result in a forfeit of your deposit and the cancelation of your event.

Cancellation

Cancellation and/or date change fees will be applied:

With more than 15 business days' notice of cancellation:

- Fees paid will be refunded in full minus a \$25 administrative fee. If just the date is changed, no fee assessed. *With 10 14 business days' notice of cancellation:*
- An administrative fees of 50% will be assessed, with the remaining amount refunded to the renter. If just the date is changed, no fee assessed.

With 1 to 5 business days' notice of cancellation or date change:

• An administrative fees of 100% will be assessed. If just the date is changed, there will a 25% fee assessed.

Termination

The Township reserves the right to cancel and terminate this agreement at any time for cause. Cancellation does not relieve the renter from any liability assumed under this agreement.

Non-Transferable

The renter shall not sublet without prior written consent of the Township.

Insurance and Liability

Every group or organization using the Community Center is required to have a current Certificate of Liability Insurance with Springfield Township listed as additionally insured at the time of the event. For groups using the facility on a regular basis one certificate may be placed on file for the year. Individuals and groups renting the facility shall complete and sign the Holds Harmless Agreement.

Entertainment Activities

Activities such as DJs, balloon artists, entertainment groups, etc. will require a certificate of insurance naming the Township as an additional insured to any general liability insurance policy maintained by the group/organization.

Host Liquor Liability

If a group wishes to have alcohol present during the event, additional Host Liquor Liability Insurance is required. The direct sale of alcohol is prohibited during rental events.

Insurance Requirements

Compliance with the terms of this section is required.

- 1. The Renter shall purchase and maintain throughout the term of this agreement or its use or occupancy of
 - Springfield Township premises commercial general liability insurance or its equivalent with minimum limits of:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 personal and advertising injury;
 - c. \$ 2,000,000 general aggregate; and
 - d. \$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 Renter 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. The Springfield Township and the Springfield Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on this commercial general liability insurance policy as respects Renter's use or occupancy of the premises of the Springfield Township. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by Renter to evidence its purchase of commercial general liability insurance: This policy is amended to include as additional insured the Springfield Township and the Springfield Township's elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Springfield Township, "your product" or "your work".
- 4. If the Renter has any owned autos, the Renter shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield Township 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 Renter has any employees, the Renter shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield Township premises workers compensation insurance or its equivalent with statutory benefits as required by any Federal law, including standard "other states" coverage, and employers liability insurance or its equivalent with minimum limits of:
 - a. \$100,000 each accident for bodily injury by accident;
 - b. \$100,000 each employee for bodily injury by disease; and
 - c. \$500,000 policy limit for bodily injury by disease.
- 6. The Renter shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield Township premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - a. \$5,000,000 per occurrence;
 - b. \$5,000,000 aggregate for other than products/completed operations and auto liability; and
 - c. \$5,000,000 products/completed operations aggregate and including all of the following coverages on the applicable schedule of underlying insurance:
 - i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employer's liability.
- 7. All insurance policies required by this agreement shall be endorsed to include the following provisions:
 - a. The Township, (including its elected or appointed officials, agents, volunteers and employees.) shall be named as additional insured under all coverage except Worker's Compensation and accident and health policies, and the certificate of insurance (or the certified policy if requested) must so state.

- b. Coverage provided by the User under this agreement shall be primary as respects the Township; it's elected and appointed officials, agents, volunteers and employees. Any coverage maintained by the Township shall apply in excess of the insurance required by this agreement.
- c. This policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until after 45 days prior written notice has been given to the Township. (Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provisions of standard ACORD certificates of insurance.)
- 8. Prior to commencement of any activities authorized by this agreement the Renter shall deliver to the Township certificate(s) of insurance confirming the existence of the insurance requirements described above. If the Renter fails to maintain the aforementioned insurance, the Township may (at its option) obtain such insurance and forward an invoice for payment of the premiums to the Renter.
- 9. Any acceptance and/ or approval of any insurance by the Township shall not be construed as relieving or excusing the Renter from any liability or obligation imposed upon the Renter by the provisions of this agreement.
- 10. Unless the Township grants specific approval for an exception all insurers must:
 - a. Be admitted to do business in the Commonwealth of Pennsylvania and;
 - b. Have a policyholders' rating of "A" or better, and financial size of "class VII" or better in the latest addition of Best's Insurance Reports.
 - c. Any deductibles shall be disclosed and all deductibles will be assumed by the User.

Waiver of Subrogation

To the fullest extent permitted by law, the Renter and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Springfield Township and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Renter's use or occupancy of the premises of the Springfield Township or arising out of Renter's operations on, at or adjacent to any premises of Springfield Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Springfield Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Renter shall advise its insurers of the foregoing and such waiver shall be provided under the Renter's commercial property and liability insurance policies and the Renter's workers compensation insurance policy, if any.

Strictly Prohibited

The following are strictly prohibited:

- Smoking of any kind in or outside the facility.
- Open candles or flames.
- Gambling.
- Outdoor sport equipment.
- Drug use.
- Animals on or off a leash.
- Activities involving water.



AND RECREAT	(Incomplete forms will make your request null and void)				
Requested facility:	Rec Center A (gym)	Rec Center B (carpeted)			
Organization Name					
Organization Address					
Renter Name					
Renter Address					
Purpose for Use					
Contact Phone #1		Phone #2			
Contact Email					
Exact Date(s) Requested					
Days of Week & Time	Monday:				
(Include set-up and break- down)	Tuesday:				
	Wednesday:				
	Thursday:				
	Friday:				
	Saturday:				
	Sunday:				
Approx. # Attending % of Springfield Twp. Residents Attending					
Will You Have Alcohol?	☐ Yes	□ No			

Email completed forms to <u>ecroke@springfieldmontco.org</u>. Or mail to: Springfield Township Attn: Parks and Recreation 1510 Paper Mill Road Wyndmoor, PA 19038

No forms will be accepted via fax. Terms and Conditions section must be submitted with your request. 6 | P a g e **Read and Complete the Back of this Form**

SPRINGFIELD TOWNSHIP COMMUNITY CENTER EVENT RENTAL FORM (continued)

(Incomplete forms will make your request null and void)

Indemnification

In consideration for permission to use Springfield 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 Springfield 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 Springfield Township.

Signature below will acknowledge acceptance of the aforementioned conditions

Renter:	Springfield Township:
Date of Application	Date of Approval
Signature of Renter	Township Representative Signature of Approval
Printed Name of Renter	Township Representative Printed Name

Office Use Only

Rental Fees and Requirements

- Supervision \$20 per hour for a Site Supervisor
- Group A \$25 per hour
- Group B \$50 per hour
- Security Deposit \$100.00 security deposit
- Liability Insurance with Springfield Township listed as Additionally Insured
- Host Liquor Liability Insurance (if renter will have insurance at event)

Building Fee:	\$/hour	X	hours	= \$	total building fee		
Supervisor Fee:	\$20 / hour	X	_hours	= \$	total supervisor fee		
Total Rental Fee = \$							
Date Received:			Rental Approved or Denied:				
Email or Letter Sent:			Security Deposit Returned:				
Payment Check #:			Security Deposit Check #:				
Liability Insurance:			Host Liquor Liability Insurance:				