

# Application for Pavilion Rental Instructions

- 1) Contact the West Goshen Township Park and Recreation Office (610-696-5266) to check pavilion availability.
- 2) Read the Attached Application for Pavilion Rental, Release and Indemnification Form, and West Goshen Township Parks Rules and Regulations.
- 3) Complete the Application for Pavilion Rental and the Release and Indemnification Form.
- 4) A Certificate of Insurance is required from corporations covered by liability insurance. Contact your insurance company for a copy of this certificate.
- 5) Return the Application for Pavilion Rental, Release and Indemnification Form, along with Certificate of Insurance (if applicable) and appropriate payment ***at least ten days prior to your picnic*** to:

Park and Recreation Office  
West Goshen Township  
1025 Paoli Pike  
West Chester, PA 19380



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# Board of Supervisors

CASEY LALONDE, *Township Manager*

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## Application for Pavilion Rental

### PAVILION REQUESTED

West Goshen Community Park \_\_\_\_\_  
 Coopersmith Park \_\_\_\_\_  
 Barker Park \_\_\_\_\_  
 Other \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_

Application date \_\_\_\_\_  
*(10 days advance notice required)*

Event hours \_\_\_\_\_  
*(Include setup and cleanup--cleanup may not run later than time indicated. End time no later than sunset)*

Type of function being held: \_\_\_\_\_

Number attending \_\_\_\_\_

Check if you plan on bringing any of the following:

Tents \_\_\_\_\_ Moonbounce \_\_\_\_\_ Caterer \_\_\_\_\_ Other (Please indicate) \_\_\_\_\_



**I (WE), THE SPONSOR,** assume full responsibility for any damages to Township equipment and property. Further more, I (we) understand that the Township will not be held liable for any injury or damage which may occur to me, my guests, and our property during our use of the park. I (we) acknowledge that I (we) have read and understood the park regulations.

\_\_\_\_\_  
 Sponsor's name Street address Town Zip code /Township in which resides

\_\_\_\_\_  
 Sponsor's Representative /Representative's signature /Day phone number

Is a caterer being used for food service? \_\_\_\_\_ (If "yes," then caterer is responsible for removing garbage from event.)

**PERSON IN CHARGE** who will be at pavilion to meet Park's staff at both the start and close of event. You will be responsible for the pavilion and its facilities during the hours indicated on this application. If you are late arriving or leaving early, please let Parks' staff know, so that the potential for vandalism may be avoided.

**The event, including cleanup must be completed by the end time indicated above.**

\_\_\_\_\_  
 Name of person in charge Phone number(s) during date of event

### RENTAL FEE *See worksheet on the reverse side to determine Pavilion Rental Fee.*



This section to be completed by West Goshen Park and Recreation Office upon approval of the Application for Pavilion Rental.

Amount: \_\_\_\_\_ Township Approval: \_\_\_\_\_

Receipt Number: \_\_\_\_\_ Date: \_\_\_\_\_

## RENTAL FEE

The rental fee for picnics is based on when the picnic takes place, and the size of the picnic. Please use the following worksheet to calculate the cost for your picnic.

Monday through Thursday between 7:00 AM and 2:30 PM: \$10.00 \_\_\_\_\_

Friday, Saturday, Sunday, or evenings after 2:30 PM:

Fewer than 50 people; sponsor resides in West Goshen Township: \$60.00 \_\_\_\_\_

Fewer than 50 people; sponsor resides outside of West Goshen Township: \$150.00 \_\_\_\_\_

More than 50 people: \$250.00 \_\_\_\_\_

All picnics:

Security deposit (to be refunded after picnic if below terms are met): \$100 \$100

Release and Indemnification binding fee (must be added to total above): \$1.00 \$1

**TOTAL PICNIC FEE & DEPOSIT** \_\_\_\_\_

**Note:** *When checks are used for payment, the name and address on the check MUST match the name and address of the sponsor as written on the front of this form.*

**SECURITY DEPOSIT:** A \$100 security deposit is required of all applicants who reserve picnic pavilions. Security deposits are deposited by West Goshen Township. It is the responsibility of the permit holder (listed as "Sponsor" on the Application for Pavilion Rental) to inform and enforce facility use regulations among those attending their event or activity. Groups adhering to all policies and the criteria below will receive refunds of security deposits within two weeks. The West Goshen Township Park and Recreation Department will notify you by telephone prior to any assessed penalty.

**INFRACTIONS:** Infractions that may result in forfeiture of the security deposit include, but are not limited to, the following:

- Excessive noise, including use of unauthorized amplification equipment
- Allowing dogs to run free on park property
- The presence or use of alcohol or controlled substances
- Smoking
- Trash and/or decorations not cleaned up and properly disposed of
- Picnic tables not returned to their original positions under the pavilion
- Unauthorized parking at picnic pavilion
- Vandalism, theft, or damage
- Attendance exceeding that indicated on Application for Pavilion Rental
- Failure to depart at ending time indicated on Application for Pavilion Rental
- Failure to abide by the attached West Goshen Township Parks Rules and Regulations

## RELEASE AND INDEMNIFICATION

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned:

1. Represents to West Goshen Township the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of \_\_\_\_\_ (referred to herein as the "Sponsoring Organization") and; *(Formal Team/League or Family/Company Name)*

2. That in consideration of (i) the permission granted by West Goshen Township (the "Township") to the undersigned and the Sponsoring Organization, at their request, to use the Township's parks and recreation facilities (collectively the "Park"), (ii) the sum of One Dollar (\$1.00), lawful money of the United States, receipt whereof is hereby acknowledged, and (iii) *intending to be legally bound* hereby, the undersigned and the Sponsoring Organization, and their guests and members (collectively the "Releasing/ Indemnifying Parties") agree to be bound by the terms of this Release and Indemnification; and

3. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby remise, release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the "Released/ Indemnified Parties") of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively "Liabilities") for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage (collectively "damages"), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Released/Indemnified Parties; this Release also including, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Released/Indemnified Parties; and

4. The Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Released/Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Released/Indemnified Parties may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and

5. In every instance where the undersigned, the Sponsoring Organization, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action (collectively "claim") whatsoever exists, or has been asserted, or is threatened, which would or could constitute a claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately by the Releasing/Indemnifying Parties to the Released/Indemnified Parties upon the Township's written demand for such payment.

By execution of these presents, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsoring Organization, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

**IN WITNESS WHEREOF**, *intending to be legally bound* hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsoring Organization identified hereinabove this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Sponsoring Organization  
(*Formal Team/League or Family/Company Name*)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized Officer/Title  
(*Person with authority to bind organization to Release*)

**PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WEST GOSHEN TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR ORGANIZATION WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR ORGANIZATION AND THE MEMBERS AND GUESTS OF YOUR ORGANIZATION ARE RELIEVING WEST GOSHEN TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR ORGANIZATION ARE AGREEING TO HOLD WEST GOSHEN TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WEST GOSHEN TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WEST GOSHEN TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

## WEST GOSHEN TOWNSHIP PARKS RULES AND REGULATIONS

1. Parks are open daily from sunrise to sundown.
2. Alcoholic beverages are prohibited in the parks.
3. Properly licensed dogs are permitted only when restrained by a leash not exceeding eight (8) feet in length. Persons exercising control of a dog shall be responsible for cleaning up and disposing **immediately** of any dog waste.
4. Garbage and waste must be deposited in designated containers.
5. Baseball, football, soccer, tennis, volleyball, and other games and recreational activities are permitted only in locations designated for such activity by the Township. Golf is prohibited.
6. Injuring, defacing, removing, or cutting any planting, building structure or fixture, or any other property of the Township located within the park is prohibited.
7. Removing equipment from the parks or moving such equipment from its designated location is prohibited.
8. Intoxication, indecent language, unnecessary noise and/or any act offensive to other users of the parks is prohibited.
9. Gatherings and meetings comprised of twenty-five (25) or more persons are permitted only with a valid permit obtained from the Township.
10. Sound amplification equipment is permitted only with written permission from the Township.
11. Fires are permitted only in designated grills maintained for that purpose.
12. Swimming or wading is prohibited in any body of water.
13. Motor vehicles, with the exception of motorized wheel chairs and vehicles connected with official Township business, are prohibited.
14. Distributing or displaying advertising materials or placards is permitted only with written permission from the Township.
15. Setting up of booths, tables, and other equipment for use in the sale of merchandise or any other objects is permitted only with written permission from the Township.
16. Firearms and fireworks are prohibited.

These Rules and Regulations are made pursuant to the authority granted by Section 1 of Section 57-3 of Chapter 57, as amended by Ordinance No. 9-96, dated September 10, 1996, of the Code of West Goshen Township. Violation of any such rule shall subject the offender to the penalty set forth in said Ordinance, providing a maximum penalty of \$600 for each violation.