

**HEIDELBERG TOWNSHIP RECREATION PARK**  
**PARK FACILITIES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **HEIDELBERG TOWNSHIP**, a Pennsylvania Second Class Township, of 6424 York Road, Spring Grove, Pennsylvania 17362 (hereinafter “Township”) – **AND** – \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “Requesting Organization”).

**WITNESSETH:**

**WHEREAS**, the Township is the owner of a public park known as the “Heidelberg Township Recreation Park” (hereinafter, the “Park”) located at 950 Porters Road, Spring Grove, Pennsylvania; and

**WHEREAS**, the Requesting Organization has requested to use portions of the Park for the purpose of \_\_\_\_\_, along with certain non-exclusive rights to use parking areas and other areas of the Park; and

**WHEREAS**, the Township is agreeable to the Requesting Organization having such rights to use the Park provided that the Requesting Organization agrees to certain conditions.

**NOW THEREFORE**, in consideration of the above, the mutual benefits accruing to the parties and other good and valuable consideration, the adequacy of which is hereby agreed to by the parties, it is hereby agreed as follows:

1. The Township hereby grants to the Requesting Organization the exclusive right to use \_\_\_\_\_ [insert location/field] at the Park

and the non-exclusive use of the other fields, parking areas, and other public areas of the Park for \_\_\_\_\_ [insert activity] on the following dates and times: \_\_\_\_\_ [insert dates/times].

2. The Requesting Organization shall be responsible to deposit all trash generated from its use of the Park in the containers provided on site or otherwise directed by the Township.

3. The Requesting Organization shall not be permitted to use or store gas or other flammable liquids in the Park.

4. The Requesting Organization shall be responsible for any damage to the fields or other facilities resulting from its use thereof. The Requesting Organization shall assure that its members, employees, agents, participants and those of the visiting team, and the parents, families, friends, guests and invitees of said participants comply with the Township's Rules and Regulations governing the Park.

5. The Requesting Organization shall secure casualty and liability insurance for said facilities and the use thereof in the minimum amount of \$1,000,000.00 each occurrence/\$2,000,000.00 general aggregate with the Township named as additional insured. Proof of such insurance shall be provided to the Township which shall be attached to the Agreement.

6. The Requesting Organization shall indemnify and hold the Township harmless from all claims and liability resulting from the use of the Park and its facilities by itself, its members, employees, agents, participants and those of visiting teams, and the parents and families, friends, guests and invitees of said participants.

7. The Requesting Organization shall provide the Township with copies of a Waiver of Liability and Hold Harmless Agreement executed by each of the participating members or their parent or guardian.

8. Any alterations or additions to the terms of this Agreement shall be in writing executed by the parties.

9. This Agreement is not assignable by the Requesting Organization without the express written approval of the Township.

10. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have set their hands and seals the and year first above written.

**ATTEST:**

**TOWNSHIP OF HEIDELBERG**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Timothy Hansen, Chairman

**WITNESS/ATTEST**

**REQUESTING ORGANIZATION**

\_\_\_\_\_  
print name

By: \_\_\_\_\_  
sign name

\_\_\_\_\_  
print name

Its: \_\_\_\_\_  
print title