

Elwood L. Crossan Park-Franklin Township-Chester County, PA

**Special Activities Agreement**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Franklin Township, hereinafter referred to as "**TOWNSHIP**", and

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(Name of Group/Individual and address) hereinafter referred to as "**SPONSOR**".

**WHEREAS**, the **SPONSOR** has requested permission to sponsor and/or conduct an organized activity consisting of (description)

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on Township owned land known as the Elwood L. Crossan Park,

**WHEREAS**, the **TOWNSHIP** has ownership of this land and has determined that the intended organized activity is compatible with the uses and protection of this land and is willing to permit such activities, subject to the following conditions.

**SECTION ONE: Terms of Agreement & SECTION TWO: Special Conditions,**

**NOW THEREFORE**, and intending to be legally bound, the parties agree as follows:

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**SECTION ONE: Terms of Agreement**

1. The **TOWNSHIP** hereby grants permission to the **SPONSOR** to conduct this organized activity on (Date & Time) \_\_\_\_\_
2. A payment of \_\_\_\_\_ must accompany this agreement for the above agreed upon event. Checks to be made payable to: **Franklin Township**.
3. Monies are to be received within seven days of the date this agreement was signed and are non-refundable. If monies are not received within seven days this agreement is null and void. Or if the event is to be held within seven days of the date this agreement has been signed, monies are to be paid in full at the date of signing and are non-refundable.
4. Upon completion of this event, there shall be a joint inspection of the premises by the **SPONSOR** and the Township Operations Manager or their appointed delegates. The **SPONSOR** agrees to clean up any debris and to be responsible for repairs to **TOWNSHIP** property caused by any act of negligence or lack of due care by the **SPONSOR'S** participants, invitees, guests, agents, employees, or other affiliated persons. This will be determined by the Township Operations Manager or by their appointed delegates and part or all the deposit will be returned by the **TOWNSHIP** if clean-up or repairs are determined to be necessary.
5. This agreement shall remain in effect until the event has been completed and the premises have been inspected and approved by the Township Operations Manager.

6. The activity permitted to be conducted pursuant to this agreement shall not conflict with any normal recreation activity carried on by the public within the Elwood L. Crossan Park boundary. The Township Operations Manager shall be the sole judge of any such conflict and shall have authority to require the **SPONSOR** to cease any activity determined to create a conflict. In the event that the planned activity is anticipated to be prolonged, repeated or conducted by a corporate or similar entity, the **TOWNSHIP** may require the **SPONSOR** to provide proof of adequate insurance, with the **TOWNSHIP** named on the insurance policy as an additional insured.
7. The event shall be coordinated with the Township Operations Manager, and the **SPONSOR** will provide any additional facilities or services, such as crowd control and sanitary facilities as may be deemed necessary to adequately conduct the **SPONSORS** activity.
8. The **SPONSOR** hereby releases and forever discharges the **TOWNSHIP**, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the **SPONSOR** or any other person, persons, or property, from the conduct of the organized activities, the condition of the property of the **TOWNSHIP**, or the actions or failure to act by the **TOWNSHIP**, its agents or employees. Further, the **SPONSOR** expressly stipulates and agrees to defend, indemnify, and forever hold harmless the **TOWNSHIP**, its agents and employees from any and all claims, whatsoever, for any and all injury or damage sustained by any person or property, at any time, as a consequence of the **SPONSOR'S** activities or presence on the property of the **TOWNSHIP**.
9. The **SPONSOR** must have with him or her a copy of this agreement during the specified activity, and upon request of Township Operations Manager or their delegates, must produce the copy for inspection.

**IN WITNESS WHEREOF, this agreement is executed as of the date first above set forth.**

Contact Person/Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Date/Time: \_\_\_\_\_

**SECTION TWO: Special Conditions**

1. Leagues may be using other areas of Elwood L. Crossan Park ie: baseball fields and soccer fields.

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**Sponsor's Signature**

**Township Staff Signature**

**Park Reservation Fees - Check Each Box That Applies**

**Friday, Saturday, Sunday & Holidays**

	<b>Residents</b> 8:00AM-2:00PM 2:00PM-8:00PM	<b>Non-Residents</b> 8:00AM-2:00PM 2:00PM-8:00PM	<b>Residents</b> 8:00AM-2:00PM	<b>Residents</b> 2:00PM-8:00PM	<b>Non-Residents</b> 8:00AM-2:00PM	<b>Non-Residents</b> 2:00PM-8:00PM
<b>Picnic Pavilion Upper</b> (Electrical outlets available)	\$50	\$60				
<b>Picnic Pavilion Lower</b> (No electrical outlets available)	\$40	\$50				
<b>Baseball Field A</b> 90ft Base Path			\$50	\$60	\$60	\$70
<b>Baseball Field B</b> 60ft Base Path			\$40	\$50	\$50	\$60
<b>Basketball Court</b>			\$25	\$35	\$30	\$40
<b>Tennis Court</b>			\$30	\$40	\$35	\$45
<b>Kitchen/Concession Stand*</b>			\$25	\$30	\$30	\$35
<b>Entire Park Rental**</b> (Excludes Tot Lot)	\$250	\$275				
Events exceeding 200 people will be						
\$1.25/person resident						
\$1.50/person non-resident						
<b>Bathrooms-Key ***</b>	\$15	\$15				

\*\$30 Deposit Required-see Special Activities Agreement

\*\* \$100 Deposit Required-see Special Activities Agreement

\*\*Entire Park Rental Includes: Courts, Pavilions, Concession Stand (no cooking- electrical outlets available for reheating food), Does **NOT** included Tot Lot

\*\*\* \$15 Deposit will be returned when original key in hand of Township Staff

**Park Reservation Fees - Check Each Box That Applies**

**Monday, Tuesday, Wednesday & Thursday**

	<b>Residents</b> 8:00AM-2:00PM 2:00PM-8:00PM	<b>Non-Residents</b> 8:00AM-2:00PM 2:00PM-8:00PM	<b>Residents</b> 8:00AM-2:00PM	<b>Residents</b> 2:00PM-8:00PM	<b>Non-Residents</b> 8:00AM-2:00PM	<b>Non-Residents</b> 2:00PM-8:00PM
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<b>Baseball Field B</b> 60ft Base Path			\$30	\$40	\$40	\$50
<b>Basketball Court</b>			\$20	\$30	\$25	\$35
<b>Tennis Court</b>			\$25	\$35	\$30	\$40
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