

TOWNSHIP OF WEST BRADFORD
1385 CAMPUS DRIVE, DOWNINGTOWN, PA 19335
610-269-4174

SHADYSIDE PARK -- PAVILION RESERVATION APPLICATION

1645 Shadyside Road, West Chester, PA 19380

The Township parks have been developed for the use and enjoyment of Township citizens and guests; however, it is recognized that at certain times it may be beneficial for park users to reserve pavilions. These reservations are for the convenience of the users and should not be construed as a claim to park facilities to the detriment of other park users. Please be advised the security fee (separate check required) for pavilion security and/or trash removal is equal to the total rental fee. Pending a pavilion inspection by the Parks Department, cash deposits may be picked up at the Township Building the week after the event. Checks will be mailed.

NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE* _____

(*My signature indicates that I have read, understood, and agree to abide by all of the
"Reservation Regulations" on page 2 of this application form.)

FACILITY REQUESTED

<u>DATE</u>	<u>TIME</u>	<u>MAXIMUM # OF PEOPLE</u>		<u>* FEE PER HR. - 3 HOUR MINIMUM</u>	
				<u>RESIDENT</u>	<u>NON-RESIDENT</u>
		Maximum 20 Guests	PAVILION "E" ≈ 16' X 28'	\$12.00/hr. (3 hour minimum)	\$18.00/hr. (3 hour minimum)
		Maximum 60 Guests	PAVILION "F" ≈ 24' X 40'	\$15.00/hr. (3 hour minimum)	\$20.00/hr. (3 hour minimum)
		Maximum 10 Guests	PAVILION "G" ≈ 16' x 20'	\$10.00/hr. (3 hour minimum)	\$16.00/hr. (3 hour minimum)

***CHECK MUST ACCOMPANY RESERVATION**

***FEE IS NON-REFUNDABLE**

DATE RECEIVED _____ PAYMENT _____

DATE APPROVED _____ BY _____

DATE TO BE POSTED _____ BY _____

**** PLEASE SEE REVERSE SIDE FOR MORE INFORMATION**

RESERVATION REGULATIONS:

1. The fact that a group is permitted to meet at the Township recreation facility does not, in any way, constitute an endorsement of the group's policies or beliefs.
 - 1a. One party may not rent multiple pavilions for the same event and/or the same time and day.
 - 1b. The maximum allowable guest count may not be exceeded under any circumstance. There are no exceptions to this rule.
2. By his/her submission of an application, applicant agrees that the Board of Supervisors and Parks and Recreation Commission shall not be held responsible or accountable for any action taken in accordance with these regulations, and shall be held harmless and immune from liability and suit by the applicant for his/her action taken pursuant to these rules and regulations.
3. Sport facilities cannot be reserved except for the use of the West Bradford Youth Association or the Downingtown School District as approved by the township. The use of sport facilities is subject to general park rules of one (1) hour usage.
4. The Township Manager or designee shall have the authority to revoke a reservation upon a finding of violation of any rule or ordinance or upon good cause shown.
5. Reservations for pavilions will be posted each week on Monday. Reservations will not be accepted for any time period when the pavilion reservation schedule has already been posted.
6. Pavilion users will be responsible for the condition of the facility and trash clean-up when they leave. Screws, nails and other mechanical devices are prohibited for hanging decorations.
7. All dogs must be on leashes.
8. **Vehicles are permitted in the parking lot only – NEVER permitted in the interior of the park. VIOLATORS WILL BE PROSECUTED.**
9. Reservation fees are non-refundable.
10. The reservation is for Pavilion Rental only, not for all facilities in the Park.

PAVILION DESCRIPTIONS

PAVILION "E" ≈ 16' X 28' - ACCOMMODATES 20

- LOCATED ON THE FAR WEST SIDE OF PARK – WEST OF VOLLEYBALL COURTS
- 4 SIX-FOOT TABLES UNDER ROOF
- 2 GRILLS OUTSIDE PAVILION
- 1 TRASH CAN OUTSIDE PAVILION
- 2 HORSESHOE COURTS NEARBY

PAVILION "F" ≈ 24' X 40' – ACCOMMODATES 60

- LOCATED IN CENTER OF PARK - BEHIND HOME PLATE OF BASEBALL FIELD
- ATTACHED TO REST ROOMS
- 11 SIX-FOOT TABLES UNDER ROOF – (3 are handicap accessible)
- 5 OTHER TABLES NEARBY
- 2 GRILLS NEARBY
- TOT-LOT AND YOUTH PLAYGROUND NEARBY
- 2 BOCCE COURTS NEARBY
- 3 TRASH CANS OUTSIDE PAVILION

PAVILION "G" ≈ 16' x 20' – ACCOMMODATES 10

- LOCATED NORTHEAST OF BASKETBALL COURT
- 2 SIX-FOOT TABLES UNDER ROOF
- 2 GRILLS OUTSIDE PAVILION
- 1 TRASH CAN OUTSIDE PAVILION

ALCOHOLIC BEVERAGES, LOUD MUSIC, AMPLIFIED SYSTEMS, PA SYSTEMS, KARAOKE MACHINES, CONFETTI, AND SMOKING ARE NOT PERMITTED IN THE PARK. ELECTRICITY IS NOT AVAILABLE. WEST BRADFORD TOWNSHIP IS NOT RESPONSIBLE FOR NATURAL OCCURRENCES. DO NOT MOVE TABLES & BENCHES. NO GAS GRILLS ARE PERMITTED. ALL COOKING TO BE DONE ON TOWNSHIP-PROVIDED CHARCOAL GRILLS.

IMPORTANT DOCUMENT! PLEASE READ CAREFULLY!

PAVILION RENTAL GUEST COUNT AGREEMENT

This Agreement is made on this ____ day of _____, 20____ by _____, ("Renter") and West Bradford Township ("Township").

Renter has reserved _____ at:

___ Broad Run Park

___ Shadyside Park

___ other _____

for a party not to exceed the number of maximum guests as listed on the Pavilion Reservation Application attached hereto.

By executing this Pavilion Rental Guest Count Agreement the Renter hereby agrees that the actual number of attendees on all parts of the park premises at any one time during the event hours will not exceed the above-noted guest count. If the Township determines that the actual number of attendees exceeds this count the Township reserves the right to immediately revoke the rental permit, in which instance the Renter agrees to (1) forfeit any rental fee and security deposit, in its entirety, to the Township, and (2) immediately terminate the event and immediately vacate the park, if so ordered by the Township.

Renter acknowledges that it is the sole responsibility of the Renter to manage or otherwise control the number of guests attending the event.

FOR RENTER:

FOR TOWNSHIP:

signature

signature

name (printed)

name (printed)

IMPORTANT DOCUMENT! PLEASE READ CAREFULLY!

**RELEASE AND INDEMNIFICATION
USE OF TOWNSHIP PARK/RECREATION FACILITIES**

In consideration of the permission granted by West Bradford Township ("Township") to the undersigned and the Sponsoring Organization, at their request, to use the Township's parks and recreation facilities (collectively the "Park") and intending to be legally bound hereby, the undersigned, 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 I/we represent to West Bradford Township ("Township") as follows:

1. That 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); and
2. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the "Indemnitees") 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 "Claims") for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage and those related to communicable diseases including COVID-19 (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 Indemnitees; this Release also includes, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Indemnitees; and
3. That the Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Indemnitees from and against any and all Claims and Damages, and any other losses, liabilities, costs, and expenses (including reasonable attorneys' fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Indemnitees 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
4. That, 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 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 Indemnitees upon the Township's written demand for such payment.

By execution of this document, 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)

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 BRADFORD 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 BRADFORD 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 BRADFORD TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WEST BRADFORD TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WEST BRADFORD 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.