



Warwick Township
Bucks County, PA

FACILITIES USE AGREEMENTS
FOR THE Moland House

This agreement, between the Warwick Township Historical Society (WTHS) and the Applicant, must be completed in full with all requirements, INCLUDING proof of insurance and funding attached prior to submission for consideration. Note that any caterer or other third party vendors may carry the required insurance coverage for some items, provided that the Township and the Warwick Township Historic Society, their officers and employees are listed additional insureds. It is the responsibility of the Applicant to obtain the riders required.

APPLICANT NAME: _____

E-Mail _____

Address _____

Phone number(s): Home _____ Mobile: _____

Caterers or other third party name: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____

Time (Including set up and clean up) _____

Number of participants: _____ Adults _____ Children _____

Please check all that you will be providing:

___FOOD(prepared off premises) Caterer? _____

___Alcoholic Drinks

___Port-a-pots

___Entertainment (list type) _____

___Tents

___generators

___ Tables and Chairs

___ Trash receptacles

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Township and the WTHS, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, judgments, suits or loss, including attorneys' fees, defense costs and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Township and the WTHS.

Insurance – Compliance with the terms of this section is *required*.

1. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises commercial general liability insurance or its equivalent with minimum limits of:
 - \$ 1,000,000 each occurrence;
 - \$ 1,000,000 personal and advertising injury;
 - \$ 2,000,000 general aggregate; and
 - \$ 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 Applicant 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.
 - g. Liability arising from the provision and service of alcoholic beverages
3. In addition to the above insure policies, if Applicant is using a caterer or other person or entity which will be operating, loading or unloading any motor vehicles on Township property, Applicant shall provide evidence of business automobile liability insurance for said entity.
4. Warwick Township Historical Society and Warwick Township, including elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy as respects Applicant's use or occupancy of the premises of the Moland House property and adjacent areas.
5. Insurance or self-insurance provided to the Warwick Township Historical Society and Warwick Township including elected and appointed officials, officers, agents, employees and authorized volunteers by the Applicant or its insurer as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Township and the Township's elected and appointed officials, officers, agents, employees and authorized volunteers by the Applicant or its insurer as specified herein.

6 If the Applicant has any employees, temporary or otherwise, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township premises workers compensation insurance or its equivalent with statutory premises workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

7. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy or Township premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- (\$ 1,000,000)** per occurrence;
- (\$ 1,000,000)** aggregate for other than products/completed operations and auto liability; and
- (\$ 1,000,000)** products/completed operations aggregate.

and including all of the following coverages on the applicable schedule of underlying insurance:

- a. Commercial general liability;
- b. Business auto liability; and
- c. Employers liability.
- d. Liquor liability

In the event of a rental for a large event by another group or business, the WTHS reserves the right to require umbrella excess liability up to \$5,000,000

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

**APPLICABLE FEES FOR EVENT (MUST BE SUBMITTED WITH AGREEMENT FOR CONSIDERATION)
FEES MUST BE MADE VIA CHECK PAYABLE TO THE WARWICK TOWNSHIP HISTORICAL SOCIETY**

SPECIAL EVENTS FEE (<u>NON-REFUNDABLE</u> \$100)	\$100
REQUEST MOWING AND WEED WHACKING OF EXTERIOR WITHIN FIVE DAYS BEFORE EVENT	\$300 (OPTIONAL SERVICE)
USE OF MOLAND HOUSE (AREAS SPECIFIED) AND SURROUNDING 2 ACRES OF PROPERTY, INCLUDING OFF-STREET PARKING (\$100 PER HOUR) UP TO 100 GUESTS, ADD \$5 FOR EVERY ADDITIONAL GUEST	\$ _____
	\$ _____
TOTAL FOR EVENT	_____
CLEAN UP DEPOSIT (REFUNDABLE \$200) SEPARATE CHECK	\$200

TERMS OF USE OF PROPERTY

THE APPLICANT, AGREES TO ALL TERMS AND CONDITIONS LISTED HERE EVIDENCED BY SIGNATURE BELOW.

1. THE WARWICK TOWNSHIP HISTORICAL SOCIETY RESERVES THE RIGHT TO CONSIDER REQUESTS FOR RENTALS ON A CASE BY CASE BASIS, AND FURTHER RESERVES THE RIGHT TO REFUSE TO RENT TO GROUPS OR PURPOSES THAT THEY BELIEVE WOULD NOT BE IN THE BEST INTEREST OF THE WARWICK TOWNSHIP HISTORICAL SOCIETY OR MAY CAUSE A CONFLICT WITH CURRENT ORDINANCES, RULES, OR RESTRICTIONS ON THE PROPERTY.
2. THE APPLICANT IS RESPONSIBLE FOR ALL SET UP AND CLEAN UP OF THE PROPERTY. A REFUNDABLE DEPOSIT WILL BE KEPT IF THE PROPERTY IS NOT CLEANED AND RETURNED TO ITS PRIOR CONDITION INCLUDING REMOVAL OF ALL TRASH AND WASTE FROM PREMISES.
3. THE RENTAL OF THE PROPERTY FOR AN EVENT IS IN THE CONDITION OF THE PROPERTY. IF ADDITIONAL MOWING OR GROUNDSKEEPING IS REQUESTED, IT WILL BE PROVIDED AT AN ADDITIONAL COST. THE WTHS WILL SUBCONTRACT THE WORK WITHIN FIVE DAYS BEFORE THE EVENT.
4. PARKING FOR THE EVENT IS LIMITED ON SITE. THE APPLICANT AGREES THAT HE/SHE WILL BE RESPONSIBLE FOR PARKING AND RECOGNIZES THAT THE EVENT REQUIRES LEGAL ON-STREET PARKING PER ORDINANCE IF THERE IS OVERFLOW FROM THE DESIGNATED LOT. IN NO CASE MAY CARS PARK ON GRASS AREAS UNLESS SPECIFICALLY DESIGNATED BY WTHS.
5. CANCELLATION: CANCELLATION OF AN EVENT WITHIN WILL RESULT IN A FORFEIT OF THE NON-REFUNDABLE SPECIAL EVENT FEE. IN ADDITION, ANY ADDITIONAL COSTS TO THE WTHS (I.E. GROUNDS MAINTENANCE REQUESTED) WILL BE FORFEITED. AN APPLICANT MAY RE-SCHEDULE THE EVENT TO ANOTHER DATE WITH 15 DAYS PRIOR NOTICE.
6. IN CASE OF INCLEMENT WEATHER PROHIBITING THE EVENT FROM OCCURRING, THE EVENT WILL BE RE-SCHEDULED TO A MUTUALLY AGREEABLE TIME. ANY COSTS INCURRED BY THE WTHS WILL BE CHARGED TO THE APPLICANT.
7. ALL ENTERTAINMENT IS REQUIRED TO BE AT A LEVEL THAT DOES NOT IMPACT THE NEIGHBORING PROPERTIES.
8. EVENTS SERVING ALCOHOL MUST ABIDE BY ALL STATE LAWS. APPLICANT AND HIS/HER EMPLOYEES AND VOLUNTEERS ARE RESPONSIBLE TO MONITOR GUESTS INTAKE AND LIMIT CONSUMPTION ACCORDINGLY.

9. GUESTS WHO ARE NOT RESPECTFUL OF THE MOLAND HOUSE PROPERTY OR OTHERWISE DISRUPTIVE WILL BE DIRECTED TO LEAVE THE PROPERTY. ANY UNLAWFUL BEHAVIOR, THEFT, OR VIOLENCE, MAY RESULT IN PROSECUTION.

I THE APPLICANT UNDERSIGNED, UNDERSTAND THAT THIS AGREEMENT IS BINDING AND I ACKNOWLEDGE THAT I HAVE REVIEWED IT IN ITS ENTIRETY.

Applicant signature

Date

Warwick Township Historical Society President

Date

Note: Copy of all applications and insurances to be kept by the WTHS with an electronic copy provided to Warwick Township of all documents not less than one week prior to each event