



# Middle Smithfield Township

147 Municipal Drive  
East Stroudsburg, PA 18302  
570-223-8920  
crain@mstowship.com

## APPLICATION FOR PARK USE

(Application Deadline: Please submit 20 Business days prior to your event)

- 1) Park Requested:  Echo Lake  Soccer Field  Pavilion  
 Resica  Little League Field (for use only by children under age 16)  Pavilion  
 Dog Park  Small Dog Area ONLY

- 2) Preferred date for your event: \_\_\_\_\_ Time: From: \_\_\_\_\_ To: \_\_\_\_\_  
 2<sup>nd</sup> Preference (if first choice is unavailable)\*: \_\_\_\_\_  
 Rain Date (if your scheduled date rains out)\*: \_\_\_\_\_  
 \*2<sup>nd</sup> Preference will not be reserved as a rain date. You must enter a rain date to be guaranteed a rain date reservation. 2<sup>nd</sup> preference and rain date cannot already be reserved by another party.

- 3) Applicant Name: \_\_\_\_\_ Middle Smithfield Twp.  
 Mailing Address: \_\_\_\_\_ Resident:  Yes  No  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- 4) Applicant Name: \_\_\_\_\_ Middle Smithfield Twp.  
 Mailing Address: \_\_\_\_\_ Resident:  Yes  No  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- 5) Responsible Person(s) on Site during Event (If different from applicant):  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

- 6) Title/Purpose of Event: \_\_\_\_\_

- 7) Describe Event Activities: \_\_\_\_\_  
 \_\_\_\_\_

- 8) Estimated Attendance: \_\_\_\_\_ Adults (18+) \_\_\_\_\_ Children (0-17) \_\_\_\_\_ Dogs (Dog Park Only)

- 9) Is food being sold?  Yes  No  
 If yes, please describe: \_\_\_\_\_

- 10) Are beverages being sold?  Yes  No  
**NOTE: Alcohol is strictly prohibited on park property whether for sale or not.**  
 If yes, please describe: \_\_\_\_\_

- 11) Will your event include vendors?  Yes  No  
 If yes, please attach a list of the expected vendors, their contact information, and what they will be selling or promoting at your event.

**12) List People to Set-Up & Clean-Up (If different from applicant):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13) List Proposed Ways to Advertise (If requested for your event):**

\_\_\_\_\_  
\_\_\_\_\_

**14) Is this a fundraising event?**  Yes  No

**15) For whom are funds being raised?** \_\_\_\_\_  
*Funds Raised for Town Parks shall be remitted to Middle Smithfield Township Treasurer*

**16) As of April 8<sup>th</sup> 2014 all Public Parks will have a User Fee of \$100.00 (includes \$50.00 deposit). Upon inspection and acceptance of the facility, \$50.00 deposit will be returned to the applicant.** (Refunds may take up to 10 business days)

*Payments may be made in cash, or with check or money order. Make checks and money orders payable to **Middle Smithfield Township.***

**17) Additional notes or requests for your event:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18) If requested, are you able to provide proof of Liability Insurance?**  Yes  No  
*Required for organization rentals at the parks only. Not required for personal rentals.*

**Please read the following:**

- Renters of the fields/pavilion have priority, but not exclusive use of the facilities during the designated rental period. Only the rental period, as designated on this form, will be reserved.
- Renters must make sure that the area is clear of trash and debris following their event.
- Trash may not exceed the capacity the receptacles provided at the rental area. Any trash beyond receptacle capacity must be carried out and disposed of by the rental party. Excessive trash or failure to properly clean the area may result in loss of deposit.
- Objects which cannot easily fit into the trash receptacles must be removed from the park.
- The Township collects trash on some weekdays and on Saturday mornings. The Township does not provide trash collection on Sunday. The Township cannot control the accumulation of trash between pickups, as the park is open to the public seven days a week.
- Security deposit (\$50) refunds will be returned following a favorable inspection by Township staff. Refunds may take up to 10 business days.
- All park rules must be followed including (but not limited to) no alcohol, no smoking, no glass, no off-leash pets (except at the Dog Park), no parking beyond the designated parking lot. Please see the rules provided for a complete list. Failure to adhere to park rules may result in loss of deposit.

**Applicant Signature**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Please review the rest of the use agreement and sign again on Page 4.**

AN AGREEMENT GOVERNS THE USE BY \_\_\_\_\_ (AND ITS TEAMS AND MEMBERS) OF THE FOLLOWING DESIGNATED AREAS (THE “DESIGNATED AREAS”) IN MIDDLE SMITHFIELD TOWNSHIP PARKS.

PARK NAME	AREA(S)	USE DATES
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The Middle Smithfield Township Park and Recreation Board, (hereafter referred to as the “Board”), and \_\_\_\_\_ (hereafter referred to as the “**Organization**”), agree to the following terms and conditions regarding the Organization’s use of the Designated Areas:

1. The Designated Areas are public park land and the **Organization**, in its use of these parks, will treat these public park areas with due care for the facilities, equipment, turf, parking areas, signs, fences and any other items owned by Middle Smithfield Township (the “Township”) at each of these parks.
2. As public parks, these areas must be available to Township residents at any time on a first come, first reserved/first served basis. A parks reservation form must be filled out for anyone wanting to use any park. Residents may at any time use other areas of the parks not reserved by any **Organization**.
3. The **Organization** shall have **priority, but not exclusive use** of the Designated Areas named above for the dates indicated. The Board may, at any time, however, require the use of any Designated Area for a program, event, or other use, sponsored or endorsed by the Board to be conducted during the approved period of priority use granted under this agreement. Such use of the Board shall take priority over any use authorized under this Agreement.
4. The **Organization** agrees to indemnify and hold harmless the Township, and its officials, employees and agents (collectively, the “Township”), from any and all claims, injuries, damages, suits, actions, losses, expenses, including but not limited to attorney fees, witness fees and litigation expenses, arising out of or resulting from the **Organization’s** use of the Designated Areas, and the activities permitted in connection therewith.
5. The **Organization** agrees to maintain general liability insurance in an amount satisfactory to the Board, and to provide proof of such insurance to the Board prior to the use of the Designated Areas. The Township shall be named as an additional insured on all such insurance policies.
6. The **Organization** shall be responsible for all daily field maintenance requirements during the period of priority use, other than the mowing of grass and other turf maintenance items, to enable the Designated Areas be adequately and safely available for use by **Organization** for its activities. The Township of Middle Smithfield employees or designee will be responsible for grass mowing of the parks and turf maintenance.
7. Any construction, placing of permanent fixtures, movable sheds or similar structures, cutting of trees or shrubbery, embedding of equipment or anchors in the ground, alterations to parking areas, and other changes planned in connection with the use of the Designated Areas must be submitted by written request to the Board and approved by the Board after consultation with the Township Roadmaster or Township Public Works Director.
8. No existing structures, fixed equipment, fences, and other items considered as Township controlled property shall be moved or altered without approval by the Board.
9. The Board will be responsible for the placement and servicing of portable toilet facilities and trash receptacles in quantities it determines reasonable and provide for their periodic maintenance. The

**Organization** must arrange and pay for the cost for additional sanitary and trash services for events whose attendance or length is reasonably expected to exceed the sanitary or trash capabilities provided by the Board. At no time shall trash or other debris be allowed to accumulate or be stored beyond the capacity of the trash containers. All Designated Areas, including sports field, pavilion and parking areas, used by the **Organization** shall be kept clean of trash and debris.

10. The **Organization** shall not conduct or sponsor any event at a Designated Area whose attendance, duration or other character would reasonably expect to exceed the parking capacity at a Designated Area or otherwise create a situation that threatens the safety, health or well-being of the participants, park neighbors or the general public.
11. The **Organization** shall make all participants in its activities at the parks aware of the park rules as attached to this agreement and shall see that those rules are observed by its participants.
12. A schedule showing dates and times of activities to be conducted at the Designated Areas under this Agreement shall regularly be provided to the Board and the Parks and Recreation Chairperson and the Park Lead Coordinator at the start of every sport season. The Chairperson of Parks and Recreation will regularly ensure that the schedules are posted in the kiosks of the appropriate Park.
13. Failure to comply with the terms of this Agreement may, at this discretion of the Board, result in the termination by the Board of this Agreement and the prohibition of the **Organization** from enjoying priority use of the park areas.
14. This Agreement shall be for a period specified as January through December of the calendar year completed. New Agreements must be completed every year.
15. Middle Smithfield Park land and public areas shall not be used for the financial profit of any person or organization without prior approval from the Middle Smithfield Parks and Recreation Board and/or the Middle Smithfield Township Board of Supervisors.
16. The **Organization** shall pay the fees set forth by the Board for use of the Designated Areas. Changes to the fee structure may be made at any time and are at the discretion of the Board.
17. This Agreement is a license and does not constitute a lease. The Agreement may be terminated for convenience, at any time, and without advance notice to the **Organization**, in the event the Board of Supervisors, in its sole discretion, shall not find that termination is in the best interest of the Township.

**I/We certify that I/we have read, understand and agree to adhere to the Middle Smithfield Township Parks Rules and Regulations concerning park use and cleanup. Further, I/We/My organization forever releases the Township, its Supervisors, agents, employees and servants from all claims, actions, and charges whatsoever arising out of the event(s) conducted on the above mentioned date(s) for which this application is submitted and approved. I/We/My organization shall defend all actions, suits, complaints, or legal proceedings of any kind brought against the Township and any of its agents, servants or employees and further will hold harmless and indemnify said Township from any expenses and judgments or decrees recovered against them as a result of said use of these facilities.**

**Further, I/We/My organization will notify the Township immediately via telephone (570)223-8920, email (reception@mstownship.com), fax (570)223-8935, or in-person of any changes in the approved event.**

\_\_\_\_\_  
Applicant Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Township Approval Signature

Date: \_\_\_\_\_