

Springfield Township Community Center Usage Policy

Permitted Uses

Springfield Township community groups and organizations may use the Community Center's meeting rooms for meetings and gatherings of general interest that are open to the public. The Township reserves the right to limit the use of its facility when an activity may interfere with normal or essential Township operations, special Township meetings, or Township or community programs or events.

Application for Use

Application for use of any one or more rooms shall be made through the Springfield Township Recreation Department. Applications must be submitted at least seven (7) days before your requested reservation date. The Springfield Township Recreation Department will accept applications up to three (3) months in advance for a reservation. Application forms are available at the Springfield Township building.

Hours of Use

Community Center meeting rooms are available as follows:

Monday through Friday 8:30 am to 4:30 pm and 5:30 pm to 10:00 pm
Saturday and Sunday 8:00 am to 10:00 pm

The Community Center must be emptied and doors locked at 10:00 PM

Facilities Available for Use - Maximum Occupancy 275 Persons

- Gymnasium / Recreational Facility.
- Main Meeting Room.
- Kitchen Food Preparation Only.

Classifications of Groups

Use, fees and charges will be assessed and determined for room usage based on the following Group designations:

Group A

Applies to Springfield Township advisory boards, commissions and committees; Springfield Township operating departments.

Group B

Includes the following:

- Youth sports organizations located in Springfield Township.
- Community, civic or political organization's located in Springfield Township
- County, State, Federal, elected officials representing Springfield Township
- Springfield Township School District

Group C

Applies to youth sports organizations and other community or civic organizations located within Springfield Township for activities and events where an admission or registration fee is charged; a donation is solicited; or funds are being raised.

- Private Citizen (resident or non-resident)
- For Profit Organization (resident or non-resident)
- Business and Commercial (resident or non-resident)
- Non-profit, political, non-community agency or organization located outside the boundaries of Springfield Township

Scheduling preference will be granted to Springfield Township residents over non Springfield Township residents and organizations.

User Fees:

The Township Manager must approve any exception to the following fees. Fees must be paid by the date indicated on the permit issued by Springfield Township Recreation Department. Fees will be established by Springfield Township Commissioners' via resolution, as amended from time to time.

Group A: No Charge

Group B: \$25/hour *

Group C: \$50/hour **

The event rental period needs to include the time required for delivery of equipment and supplies and to complete your room set-up, any decorating, and clean up. Be sure to consider this when requesting your event rental time. Early arrivals for set-up are not permitted.

** Additional charge may be assessed for necessary clean up after an event.

** A representative of Springfield Township will be on site during the session.

Security Deposit

A \$100.00 security deposit is due with fee and application for user Group C. If your group stays beyond the times specified on the permit or does not clean up after themselves, this deposit will be kept. Otherwise, it will be returned to you at the conclusion of the event.

Wavier/Insurance and Liability:

Every group or organization using the Community Center is required to have a current Certificate of Liability Insurance on file with Springfield Township Recreation Department at the time of the event. For groups using the facility on a regular basis one certificate may be placed on file for the year. Individuals and groups renting the facility shall complete and sign the Holds Harmless Agreement (attached). The Township Manager must approve any exceptions to this regulation.

Supervision

A Recreation Facility Attendant must be on duty whenever a room is in use by a Group C user. The building will not be open without a Springfield Township Recreation Facility Attendant on site.

Cancellation

Springfield Township Recreation Department appreciates as much advance notice as possible when a permit must be cancelled or a date changed. For individuals and organizations that have paid a fee to use the facility the following cancellation and/or date change fees will be applied:

With more than 10 business days' notice of cancellation requiring a refund:

Fees paid will be refunded in full minus a \$15 administrative fee. If just the date is changed, there will be no administrative fee assessed.

With 6 to 10 business days' notice of cancellation:

Fees paid will be refunded minus a 25% cancellation fee. If just the date is changed, there will be no administrative fee assessed.

With 1 to 5 business days' notice of cancellation or date change:

Fees paid will be refunded minus a 50% cancellation fee.
If cancelled on the date of the event or the event is a "no show", there will be no refund of fees paid.

Inclement Weather Cancellation

Events cancelled due to declared or impending snow emergencies will be without penalty.

Cancellation by Township

Springfield Township reserves the right to cancel scheduled uses. Springfield Township may terminate the privilege granted to use the facility at any time for any reason.

Parking and Accessibility to the Community Center

Parking for use of the Community Center is the main parking lot of the community center and the parking lot behind the Community Center. No parking is permitted in lawn areas, in fire lanes or in areas designated for police, township and/or emergency services personnel. Access to the Community Center is through the main front entrance. The Building Attendant in charge will open these doors by the time stated on the permit. Handicapped accessibility is through the rear side entrance.

Amendments to these Rules and Regulations

Springfield Township reserves the right to amend this policy at any time. Amended regulations will apply to all future events including those already approved.

**TOWNSHIP OF SPRINGFIELD
DEPARTMENT OF PARKS AND RECREATION
Hold Harmless Agreement and Insurance Requirements
for Community Center Use**

Agreement made this _____ day of _____, 20___, between _____
(renter's name)
(hereinafter referred to as the "user") and the Township of Springfield (hereinafter referred to as the "Township").

WITNESSETH:

WHEREAS, User desires to use the Springfield Township Community Center
on _____ from _____ to _____ and;
(date) (beginning time) (ending time)

WHEREAS, Township is willing to permit Applicant to use these Township Facilities subject to certain conditions.
NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

Indemnification

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

Insurance

Compliance with the terms of this section is: ____ Required ____ Waived

1. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield 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.

3. The Springfield Township and the Springfield Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on this commercial general liability insurance policy as respects Applicant's use or occupancy of the premises of the Springfield Township. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by Applicant to evidence its purchase of commercial general liability insurance: This policy is amended to include as additional insured the Springfield Township and

the Springfield Township's elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Springfield Township, "your product" or "your work".

4. If the Applicant has any owned autos, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield Township premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.

5. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Springfield Township premises workers compensation insurance or its equivalent with statutory benefits as required by any 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.

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

\$5,000,000 per occurrence;
\$5,000,000 aggregate for other than products/completed operations and auto liability; and
\$5,000,000 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. Employer's liability.

7. All insurance policies required by this agreement shall be endorsed to include the following provisions:

- a. The Township, (including its elected or appointed officials, agents, volunteers and employees.) shall be named as additional insured under all coverage except Worker's Compensation and accident and health policies, and the certificate of insurance (or the certified policy if requested) must so state.
- b. Coverage provided by the User under this agreement shall be primary as respects the Township; it's elected and appointed officials, agents, volunteers and employees. Any coverage maintained by the Township shall apply in excess of the insurance required by this agreement.
- c. This policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until after 45 days prior written notice has been given to the Township. (Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provisions of standard ACORD certificates of insurance.)

8. Prior to commencement of any activities authorized by this agreement the Applicant shall deliver to the Township certificate(s) of insurance confirming the existence of the insurance requirements described above. If the Applicant fails to maintain the aforementioned insurance, the Township may (at its option) obtain such insurance and forward an invoice for payment of the premiums to the Applicant.

9. Any acceptance and/ or approval of any insurance by the Township shall not be construed as relieving or excusing the Applicant from any liability or obligation imposed upon the Applicant by the provisions of this agreement.

10. Unless the Township grants specific approval for an exception all insurers must:

- a. Be admitted to do business in the Commonwealth of Pennsylvania and;
- b. Have a policyholders' rating of "A" or better, and financial size of "class VII" or better in the latest addition of Best's Insurance Reports.
- c. Any deductibles shall be disclosed and all deductibles will be assumed by the User.

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 the Springfield 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 Springfield Township or arising out of Applicant's operations on, at or adjacent to any premises of Springfield Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Springfield 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 or 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 Springfield Township.

Termination

The Township reserves the right to cancel and terminate this agreement at any time for cause. Cancellation does not relieve the Applicant from any liability assumed under this agreement.

Non-Transferable

Applicant shall not sublet without prior written consent of the Township.

Applicant's Name:

Springfield Township:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Community Center Rules and Regulations

Permits and Fees

- Springfield Township Recreation Department issues a permit for use of the facility that lists fees. Fees must be paid in full by the date noted on the permit. A Cleaning Deposit of \$100 is required. No reservations are considered until Springfield Township Recreation Department has received fees, wavier/insurance information and deposits due.
- No admission or registration fee may be charged to the user group's members, attendees or guests, donations solicited or funds raised, without prior approval from the Township through the Recreation Department. Springfield Township Recreation Department must also pre-approve the sale of goods.
- Users may not sublet or transfer its rights and privileges to any other individual, group or organization.
- Users may not directly or by implication suggest Springfield Township co-sponsorship without written authorization by the Township.
- The permit holder or their delegate must be in attendance at all times.

Access to Room(s)

- Springfield Township reserves the right to accept or reject any application.
- The times listed on the permit include the time allowed for arrival, set-up, the event, clean up and restoration of the room.
- Use of the facility is limited to the room(s) listed on the permit as well as rest rooms.
- All borrowed equipment must be returned to the Recreation Facility Attendant before leaving the facility. Permit Holder is responsible for such items as extension cords. Springfield Township is not responsible for personal items lost, stolen or left behind.

Supervision

- A Springfield Township Recreation Facility Attendant will supervise all permits.
- All noise and music must be kept at a reasonable level and will be controlled by the Recreation Facility Attendant.
- The Recreation Facility Attendant has the authority to determine if participants are strictly adhering to all rules and regulations. Further, the Recreation Facility Attendant has full authority to enforce these regulations.
- All youth groups (under 18 years of age) must be chaperoned by adults minimum age 21 at a ratio of 1 adult: 10 youth in attendance. It is expected that children will be supervised before, during and after the event; in lobby, rooms, kitchen, rest rooms and parking lots.

Decorations

- Any decorations used must be attached using painters tape only. All decorations and tape residue must be removed leaving no trace and disposed of before leaving. No nails, thumbtacks, staples, etc are allowed to be used.

Kitchen

- All Springfield Township supplies are clearly marked and are strictly off-limits. Groups will be invoiced for the cost to replace Township supplies used or missing.
- The event sponsors must supply plastic, vinyl or cloth table coverings to protect all tables.

Strictly Prohibited

The following are strictly prohibited:

- Smoking of any kind
 - Open candle flames (except Sterno and birthday candles)
 - Possessing/drinking alcoholic beverages (requires special permission from Board of Commissioners)
 - Live music or DJ's (requires special permission from Board of Commissioners)
 - Gambling (requires special permission from the Board of Commissioners). In the event the Board of Commissioners grants permission for gambling activities, a Games of Small Chance License, controlled by the Montgomery County District Attorney's Office, is required. A copy of license is required to be given to Springfield Township Parks and Recreation at the time of permit issue.
 - Wheeled recreational vehicles
 - Outdoor sports equipment
 - Activities involving water
 - Drug use
 - Firearms
 - Use of profane language
 - Animals on or off leash (except service animals).
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- The room capacity as determined by the Fire Marshal cannot be exceeded.
 - No soliciting is allowed in or around the Community Center.

Damages

- All vehicles must be parked in authorized parking spots.
- Users are responsible for any damage caused to the facility and/or its contents during their permit. Groups are invoiced for all labor and material costs necessary to return the building to its previous condition. This applies to cleaning as well as physical damage.

Cleanup and Departure

- Event sponsors are responsible for cleaning all facilities included in their permit. Adequate cleaning is defined as leaving the facility in the same or better condition than it was prior to rental. Tables and chairs should be wiped off and placed in the location in which they were found. If necessary, floors should be swept. All refuse must be gathered and placed in the proper containers. No trash is to be placed in recycle containers.
- All sinks and counters must be thoroughly wiped down with all countertop debris and trash removed.
- It is the responsibility of the group organizer to return chairs, tables, etc. after the use to the arrangement in which the room(s) were found. All lights and water must be turned off.

Community Center Rental Timeline

Your event rental period needs to include the time required for delivery of equipment and supplies and to complete your room set-up, any decorating, and clean up. Be sure to consider this when requesting your event rental time. Early arrivals for set-up are not permitted.

Approved by Board of Commissioners 10/10/16

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