

Langhorne Borough Request for Recreational Facilities and Public Right of Ways

**** ALL APPLICATIONS MUST BE RECEIVED FORTY-FIVE (45) DAYS BEFORE DATE OF USE** ***** If wine and beer is proposed at event, include Addendum A & notarized statement of permission by property owner, their agent or other party in lawful possession of property.**

1. Applicant or Organization: _____

Mailing Address: _____

2. Contact Person: _____ Name/Title: _____

Home Phone: _____ Work Phone: _____

Address: _____ Contact Email: _____

3. Facility, grounds, sidewalks, or portion thereof, requested _____

4. One Time Use Date: _____ (Include set-up/cleanup) Times: From _____ to _____

5. Multiple Time Use Dates: From _____ to _____

Needed Day(s) of Week: _____ (Include set-up/cleanup) Times: _____

6. Nature and Purpose of Use: _____

7. Total Number of Participants in your organization: _____ Expected Event Participants: _____

Number of Langhorne Borough members: _____ Expected Borough Participants: _____

8. Will a generator/amplified sound system be used: _____ If yes, in use from: _____ to _____
Type of generator or sound system: _____

9. Are outdoor restrooms facilities needed? _____ What is being supplied, when will it arrive and when will it leave?

10. Parking and street crossings are a concern. What procedures will be used to ensure proper parking and safe state highway crossings? _____

11. Will **wine and/or beer** be provided at the event? **If yes, please fill out and attach Addendum A to this form.**

12. If requested, Applicant will submit a certificate of insurance with Langhorne Borough named as an additional insured. Applicant agrees to save, defend, keep harmless, and indemnify the Borough and its appointed and elected officials, officers, servants, agents, and employees from and against any and all attorney fees, charges, liability, or exposure, however caused, resulting from, or arising out of or in any way connected with Applicant's activity or use. If fields are being used, Applicant agrees fields have been inspected and found suitable and safe for use. Applicant declares that the organization does not practice discrimination of any kind and the event is open to all Borough residents. **All applications for events where wine and/or beer to be served/provided shall require certification of insurance with the Borough named as the additional insured.**

By submitting this application, Applicant affirms that they have read and agree to the Event and Facilities Use Rules, that they will comply with all Borough rules, regulations, resolutions, and ordinances governing the use of Borough property, and that all information is true and correct.

Signature: _____

Date: _____

Print Name: _____

Title: _____

-----OFFICE USE ONLY-----

Date Received in office: _____ Date issued: _ _____ Date denied: _____ Reason: _____

Application was reviewed by the applicable oversight board on _____. Recommendation: _____

Fee Paid:

Fee Waived:

Escrow/Bond Paid:

Escrow Refunded:

Ins. Cert.

ADDENDUM A: WINE AND/OR BEER PERMIT FOR SPECIAL EVENTS

The possession of an open container, as well as the sale, distribution, and consumption of wine and/or beer at the event shall be permissible only by a permit and Resolution issued by Borough Council and only by following the restrictions outlined in this application.

A Permit to serve wine/beer shall be for no longer than four (4) continuous hours, commencing no earlier than 11:00 AM and concluding no later than 10:00 PM. The four (4) continuous hours may be within the longer hours of a full event.

Will Borough facilities be occupied or otherwise involved with the consumption or distribution of wine/beer?

Yes: _____ No: _____ If yes, describe _____

Initial: _____ I/We understand that all applicable state or county laws or regulations must be followed.

Initial: _____ I/we understand that the consumption of any alcohol by minors is strictly prohibited at all times on public property.

Initial: _____ I/We understand that it is the permittee's responsibility, when using the sidewalks, streets, or parks of Langhorne Borough for a special event or function, to provide large trash and recyclable receptacles which will be maintained and emptied periodically during the day and will be removed at the end of the day. All wine/beer beverage containers will be removed along with trash removal.

Initial: _____ I/We understand that the special events permittee, sponsor, or host shall supply the Borough with a notarized statement of permission for wine/beer on property for event, and shall submit a fully executed indemnity agreement, in a form satisfactory to the Borough Solicitor. Such agreement shall include confirmation of obligation that the applicant shall reimburse the Borough for any costs incurred in repairing damage to Borough property occurring in connection with the permitted event and proximately caused by the permittee, its officers, employees, or agents, or any person under the permittee's control, including but not limited to participants and spectators of the event. Further, the permittee shall defend the Borough against, and indemnify and hold the Borough harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted event proximately caused by the actions of the permittee, its officers, employees, or agents, or any person under the control of the permittee, including but not limited to participants and spectators of the event. Event insurance policy shall be no less than in the aggregate amount of \$1,000,000. Such policy shall name the Borough as an additional insured. Certificate must be attached to this application. This application will not be considered without a fully executed indemnity agreement as attached as Addendum B.

Attestation of Applicant/Sponsor:

Print Name: _____

Signature: _____

ADDENDUM B: INDEMNITY AGREEMENT FOR EVENT PERMIT

This **INDEMNITY AGREEMENT** is made by _____ (“Applicant” or “Permittee”) with address of _____ and the **Borough of Langhorne (“Borough”)**, a municipality duly organized and operating in accordance with the laws of the Commonwealth of Pennsylvania, with business offices located at 114 E. Maple Avenue, Langhorne, Pennsylvania.

1. Applicant seeks approval from the Borough for an event to occur at _____ on _____ which will permit the consumption of wine and/or beer.
2. Applicant and the property owner hereby indemnifies and holds the Borough harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted event proximately caused by the actions of the permittee, its officers, employees, or agents, or any person under the control of the permittee, including but not limited to participants and spectators of the event. Applicant shall reimburse the Borough for any costs incurred in repairing damage to Borough property occurring in connection with the permitted event and proximately caused by the permittee, its officers, employees, or agents, or any person under the permittee's control, including but not limited to participants and spectators of the event.
3. Permittee shall provide and deliver to the Borough event insurance policy shall be no less than in the aggregate amount of \$1,000,000 with the Borough named as an additional insured.
4. This Agreement shall bind the successors of the Borough and the Applicant/Permittee in the same manner as if they were expressly named.
5. This Indemnity Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
6. In the event that any dispute arises out of the Agreement, the parties hereto consent and agree that venue and jurisdiction for any dispute hereunder shall be exclusively in the Court of Common Pleas for Bucks County, Pennsylvania.
7. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
8. This Agreement constitutes the entire agreement between the Borough and Applicant/Permittee with respect to the matter of indemnification. No alteration or variation of the terms of this Agreement is valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be executed and their corporate or common seals hereunto affixed the day and year first above mentioned.

BOROUGH OF LANGHORNE

Name:
Authorized agent for Borough

APPLICANT/PERMITTEE

Name:
Authorized Agent/Owner