

DAMASCUS TOWNSHIP
60 CONKLIN HILL ROAD
DAMASCUS, PA 18415
TEL: 570-224-4410 / FAX: 570-224-4940
E-Mail: damtres1@ptd.net / Web Page: www.damascustwp.org

APPLICATION AND FEE AGREEMENT

Applying for use of:

☐ Damascus Park ☐ Ball Field ☐ Pavilion ☐ Walking Trail ☐ Recreation: Horseshoes, Volleyball, etc.

OR

☐ Working on _____ in _____

PLEASE PRINT:

Applicant(s)/User(s) Name(s): _____

Organization: _____

Address: _____ State: _____ Zip: _____

Phone #: _____ - _____ - _____

Purpose of Use: _____

Date of Use: _____ Start Time: _____ AM/PM End Time: _____ AM/PM

Set up Date and Time: _____ AM/PM. Will food be served? _____

AGREEMENT

In consideration of the amount of \$50.00 per day to reserve **AND** a cleanup/damage fee of \$100.00, payable in advance. The cleanup will be reimbursed if the reserved area is left undamaged and in a clean condition with all trash/garbage removed from the premises, by the Applicant(s)/User(s). Two separate checks payable to Damascus Township are necessary to reserve: one for the reservation and one for the cleanup/damage fee, payable in advance. *Please Note: To avoid stale dated check, since payments are made in advance, please postdate **only** the cleanup/damage fee for the same date you reserved.*

THE Applicant(s)/User(s) hereby agrees to be responsible for compliance with all rules and regulations governing the use of the above-named facilities, and for all damages to the building and equipment, and hereby agrees to clean up the premises, leaving the area and facilities in good order and repair.

THE Applicant(s)/User(s) agrees to indemnify and hold harmless the Damascus Township for any injury or damage to persons or property occurring during, or arising from occupancy and use of said, and stated use of, facilities by the user and his/her guests.

DATED THIS _____ DAY OF _____, 20 _____.

SIGNED BY: Applicant/User: _____

OFFICIAL USE ONLY:

REVIEWED BY: _____, Secretary of Damascus Township

DATE: _____

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ACKNOWLEDGEMENT AND RELEASE FORM

I (Applicant(s)/User(s))_____ Request Permission to use the

[☐] Damascus Park [☐] Ball Field [☐] Pavilion [☐] Walking Trail [☐] Recreation: Horseshoes, Volleyball, etc.

OR

[☐] Working on _____ in _____

Date of Use: _____

Start Time: _____ AM/PM, and End Time: _____ AM/PM.

HOLD HARMLESS CLAUSE

It is hereby agreed that the Party of the Second Part of this contract and/or release form acknowledges and agrees to hold Damascus Township, its Board of Supervisors, and such other Township officials and employees, harmless from any claim, suit, demand of payment, or cause of action here to before or hereinafter arising from with regards to the pavilion: arising from the use of the Damascus Park, Pavilion and Recreational Areas, and such other premises which are accessed by any and all activities and events which are conducted and/or otherwise held.

It is further agreed that the responsible party executing this acknowledgement and release form shall indemnify the Township for any injury and/or claim and /or demand of payment or cause of action arising from the use of the premises herein described, and in the event of suit, will reimburse the Township for any and all attorney fees and costs associated with defending said litigation, and further indemnifies any and all awards of damages which may be entered and or instituted against the Township by virtue of activities arising from or related to this party's use of the premises or by any person or party accompanying said person or otherwise within the control and direction of the party herein.

The undersigned specifically has read the terms of this acknowledgement and release form and fully and completely understands that by executing this document, those provisions contained therein are legally binding in any Court of law and/or arbitration filed in the Court of Common Pleas of Wayne County, Pennsylvania and/or any Federal Court or other State Court. The party herein by signing this acknowledgement and release form acknowledges that their signature is knowingly, voluntarily, and willingly provided, and that no threat or force has been exercised and /or delivered in conjunction with the execution of this document.

DATE: _____

ACKNOWLEDGED AND SIGNED BY: _____
(Applicant(s)/User(s):responsible party for the event/activity)

PRINTED NAME: _____