

Swarthmore Administrative Offices: 610-543-4599
Swarthmore Police Department: 610-543-0123
Swarthmore Public Works Department: 610-543-3460



PERMIT APPLICATION FOR TOWN CENTER EVENT, PARADE, MARCH OR RACE

Must be submitted a minimum of 30 days prior to the event
Signed Facilities Use Agreement must be submitted with the application

Organization Name: _____

Person completing form:

Name: _____

Phone #1 _____ Phone #2 _____ E-mail _____

Primary On-Site Contact Day of Event if different from above

Name: _____

Phone #1 _____ Phone #2 _____ E-mail _____

Event Date: _____ Start time (setup): _____ End time (breakdown): _____

Description of Event, including estimated attendance and detailed information on how the event will conform to COVID-19 protocols related occupancy maximums, social distancing, and masking:

Streets requested to be closed, if any, including starting and termination points (provide map).

Will there be amplified music? ____ Yes ____ No

Will propane tanks be used for cooking? ____ Yes ____ No

Will amphitheater be used? ____ Yes ____ No

Will alcoholic beverages be served? ____ Yes ____ No

See additional insurance coverage requirements under item #3 on Facilities Use Agreement. Proof of completion of PA Liquor Control Board Ramp Server/Seller (RAMP) Training must be submitted with Certificate of Insurance. Applicant is solely responsible for compliance with all local, state, and federal laws.

Will an off-duty police officer be required? ____ Yes ____ No

The Borough reserves the right, at its sole discretion, to require the hiring of a police officer for any event, with costs to be borne by the applicant.

Signature of Applicant

Date Submitted

For Borough Use Only:

Approval Date: _____ By: _____

Date Certificate of Insurance Received: _____ Date RAMP Certificate Received: _____

Special Conditions, if any: _____

COVID-19 Notice: The Borough reserves the right to cancel a previously approved event due to directives related to public health protocols in effect or expected to be in effect at the time of the event.

Swarthmore Borough
Facilities Use Agreement
Waiver and Insurance Requirements

Please note that participant waivers of liability may be required at the discretion of the Borough.

After approval, applicant is responsible for contacting the Police and Public Works Departments no later than one week prior to the event to review event specifics, including timing of street closures, bagging of meters and placement of barricades. Applicant is also responsible for contacting the Town Center Coordinator at least two weeks prior to the event to review procedures for notification of Town Center merchants.

APPLICANT IS REQUIRED TO PROVIDE RECEPTACLES FOR TRASH AND RECYCLING AT ANY EVENT WHERE MORE THAN 50 PEOPLE ARE EXPECTED AND FOOD AND/OR BEVERAGES ARE SERVED. TRASH AND RECYCLING MUST BE REMOVED AT THE CONCLUSION OF THE EVENT. SIGNING OF THIS AGREEMENT INCLUDES ACKNOWLEDGMENT OF THIS REQUIREMENT.

A signed Facilities Use Agreement must be submitted with application. Applicable Certificate(s) of Insurance must be submitted at least one week prior to the approved event.

This Facilities Use Agreement is made by _____ (hereafter referred to as "Applicant") in favor of Swarthmore Borough (hereafter referred to as "Municipality") in connection with Applicant's request to use Municipal property or right-of-way.

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Municipality, 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 the Municipality or Applicant's breach of this Agreement.

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 Municipality 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. If liquor is to be served and the Applicant has received written permission from the Borough to serve liquor, liquor liability insurance or its equivalent either by endorsement to the general liability

coverage required above or separately with limits of \$1,000,000 each common cause, \$2,000,000 aggregate is required. Occurrence-based coverage is strongly preferred in lieu of claims made coverage.

4. The Municipality and the Municipality's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy (and, if applicable, liquor liability insurance policy) as respects Applicant's use or occupancy of the premises of the Municipality. 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 insureds the Borough of Swarthmore and the Borough'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 Municipality, "your product" or "your work".

5. 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 Municipality 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.
6. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Municipality 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.

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

Damage to Municipality Property

Applicant assumes full responsibility for taking cognizance of the facility conditions at the time of the program. Applicant will be responsible for all damages resulting to or from use of this property. Upon completion of applicant's operations, applicant agrees to leave the Property in the same condition as it existed before applicant's operations, or pay for and complete restoration of said property within 15 days of the completion of the event.

Signed and submitted on behalf of Applicant:

Name: _____ Title: _____

Signature: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION (hereinafter "Memorandum") is made this _____ day of _____, 20____, by and between Swarthmore Borough (hereinafter, "Borough"), and , _____ (Event Organizer) (hereinafter, "Organizer"), to pay for the Borough's Public Works Department to remove trash from Borough trash containers within the Town Center District before and after an approved event.

The Borough, under the direction of the manager, may require the Organizer to provide additional temporary trash containers, at the Organizers expense, within the Town Center District, during the Organizer's event; furthermore, the Borough may require the Organizer, at the Organizers expense, to provide a dumpster for event trash disposal which shall be removed the day of the event.

The organizer agrees to pay the Borough \$214.50 for this service prior to the start of an approved event. Failure to agree to the terms set forth in memorandum of understanding will void the approval for an event approved to take place in the Borough Town Center.

IN WITNESS WHEREOF, this Memorandum is executed this _____ day of _____, 20____.

William Webb
Swarthmore Borough Manager

Organizer Signature