

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (**APPLICANT’S NAME**) whose address is \_\_\_\_\_ (**APPLICANT’S PRIMARY ADDRESS**) (hereinafter referred to as "Applicant"); the **TOWNSHIP OF FALLS**, with principal offices located at 188 Lincoln Highway, Suite 100, Fairless Hills, Pennsylvania (hereinafter referred to as "Township"). The parties, intending to be bound hereby, do hereby agree to the following:

**BACKGROUND**

1. The Township is a Township of the Second Class, organized and existing pursuant to the laws of the Commonwealth of Pennsylvania.

2. Pursuant to the Second Class Township Code, the Township has enacted a Code of Ordinances, which provide that certain events may take place on Township owned property. See, generally, the Falls Township Code of Ordinances.

3. Applicant has submitted a Special Event Application, seeking to hold an event on Township Property. Specifically, Applicant seeks to hold the following event:

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Applicant has requested permission to use the following Township Property for the event:

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## AGREEMENT

4. Upon execution of this Agreement, Applicant shall be permitted to hold the Special Event referenced in the Special Event Application. This Agreement shall be valid for the event described in the application only, and a new Special Event Application and Agreement must be completed and executed for subsequent events.

5. Applicant shall defend, indemnify and hold harmless the Township and any and all agents, employees, representatives, servants and elected and appointed officials, and reimburse the Township for its costs, including attorney fees, with respect to all claims, penalties, fines, damages, losses, liabilities, demands and actions (hereinafter referred to as "Claims") made against the Township for personal injuries, property damage, business losses or other monetary losses without limitation arising out of the activities, operations or equipment of Applicant, its agents, employees, contractors or subcontractors directly or indirectly arising out of this Agreement or the special event described in the Special Event Application. This indemnification shall also apply in the event that the Applicant performs or fails to perform emergency medical, lifesaving, rescue or similar activities. This indemnification and cost obligation shall apply even where the Claims include a contention of independent negligence by the Township.

6. The Township shall assume no responsibility for the activities described herein.

7. Applicant warrants that it has obtained any and all necessary permits, licenses certifications or other like requirement of all necessary Federal, State or Local Government agencies or departments.

8. Insurance.

a. Applicant shall obtain and maintain in full force and effect throughout the term

of this article insurance with an insurance company licensed to do business and doing business in the Commonwealth of Pennsylvania and acceptable to the Township. Applicant shall provide the Township with proof of such insurance so required.

b. Applicant shall obtain and maintain in full force and effect, at Applicant’s sole expense, insurance coverage in the following types and minimum amounts:

<b>Type</b>	<b>Amount</b>
Workers’ Compensation	Statutory
Commercial General Liability (bodily injury)	\$1,000,000/person
	\$3,000,000/occurrence
(property damage)	\$250,000/occurrence

- General liability shall have a combined single limit bodily injury and property damage limit of \$3,000,000.
- If food or nonalcoholic beverages are to be sold or served at the event, the policy shall also have an endorsement for products liability in an amount not less than \$500,000.
- If alcoholic beverages are to be sold or served at the event, the policy shall also include an endorsement for liquor liability in an amount not less than \$500,000.

c. The insurance herein required shall insure the Township, as the additional insured, against Claims which arise during the course of operations and also completed operations Claims, i.e., Claims that arise after the completion of operations, but which are alleged to be casually related to the operations.

9. All rights and obligations given herein or imposed upon the respective parties hereto shall

extend to and bind the several and respective successors and assigns, heirs, executors and administrators of the said parties, however, Applicant may not transfer, convey or assign its rights and obligations under this Agreement without the written consent of the Township, which consent shall not be unreasonably withheld, continued or delayed.

10. The Township shall be permitted to immediately terminate this Agreement for any or no reason whatsoever upon written notice to Applicant. Upon such notice, Applicant shall forthwith remove any equipment or structures belonging to Applicant from Township owned property.

11. There are no third party beneficiaries to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date and year first above written, fully intending to be legally bound.

ATTEST:

\_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST

\_\_\_\_\_

DATE: \_\_\_\_\_

APPLICANT

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

TOWNSHIP OF FALLS

BY: \_\_\_\_\_

Robert Harvie, Chairman, Board of  
Supervisors, Township of Falls

DATE: \_\_\_\_\_