

78-9 (Rev. 12/12)

**APPLICATION and PERMIT
FOR USE OF RECREATION FACILITIES BY GROUPS
RULES AND REGULATIONS**

- A.** Applicant/Organization will neither allow, nor engage in, any discriminatory practices or policies regarding race, creed, sex, sexual orientation, age, or national origin. Applicant shall comply with all applicable local, state or federal laws, rules or regulations, and obtain all necessary permits and licenses, in exercising the rights granted under this permit including but not limited to, ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed material in connection with the event or activity, or otherwise required in connection with the use of the facility for the event or activity.
- B.** Permitted dates/times must be approved in advance by the facility supervisor; cancellations must be reported promptly.
- C.** **BANNED SUBSTANCES** (alcohol, drugs) and **LOUD, VULGAR, CONFRONTATIONAL LANGUAGE** is not permitted on facility grounds -- or in its immediate vicinity. Applicant/Organization is fully responsible for conduct of all spectators, as well as participants; and will be required to provide identifiable adult supervision/security upon request by Philadelphia Parks & Recreation personnel.
- D.** Borrowed equipment must be returned to the facility in the same condition as when borrowed, immediately following the activity.
- E.** Philadelphia Parks & Recreation is not responsible for anything left or stored on facility grounds by Applicant/Organization.
- F.** Applicant/Organization must leave facility -- **ON A DAILY BASIS** -- in the same degree of cleanliness and orderliness as found. Applicant/Organization shall be responsible for enforcement of this requirement on its guests and/or invitees.
- G.** Smoking is prohibited in all indoor and outdoor areas of City property, including buildings, playgrounds, ice or skating rinks, fields, courts, pools, picnic areas, walking areas and parking lots.
- H.** Applicant/Organization shall submit a certificate of insurance evidencing commercial general liability insurance covering the event and use of the facility with minimum limits of \$1,000,000 per occurrence, naming the City of Philadelphia as an additional insured.
- I.** Applicant/Organization agrees to assume all legal liabilities for accidents/injuries -- and will hold neither the City of Philadelphia nor any of its employees, agents, or representatives liable for any resulting claims/lawsuits. Applicant/Organization agrees to indemnify, defend and hold the City of Philadelphia and its employees, officers, agents and representatives harmless from any claim, act or proceeding related to or based upon Applicant/Organization's entrance, presence, and/or use of the property. Applicant agrees to release, waive and forever discharge the City, its employees, officers, agents and representatives from any and all manner of claims, actions or causes of action, suits, demands whatsoever, in law or in equity, which it may have against the City, its employees, officers, agents and representatives, in and/or on the property, or in any way connected to or arising from its presence and/or activities at the property.
- J.** Applicant/Organization agrees to provide full restitution to Philadelphia Parks & Recreation for any damages, thefts, or losses that may occur during the permitted activity including, but not limited to, restitution for damage to any property borrowed from the City. A monetary security deposit may be required at the discretion of Philadelphia Parks & Recreation personnel.
- K.** Applicant, if engaged in fundraising, shall provide a financial report on the official Philadelphia Parks & Recreation 'Financial Report Form' -- within ten (10) working days of the conclusion of the activity.
- L.** Philadelphia Parks & Recreation activities take precedence over any permitted activities.
- M.** Granting of this permit is not a guarantee that the same facilities will be available in the future.
- N.** Permit fees and donations are non-refundable and permits are non-transferable (to future dates or other user groups). Cancellations must be reported promptly. Failure to use the field or report cancellations will result in revocation of the permit.
- O.** **VIOLATION OF ANY OF THE ABOVE MAY RESULT IN SANCTIONS AND DISCIPLINARY ACTION**, ranging from a warning, to immediate revocation of this permit, legal action, and/or monetary penalties.

Applicant Signature _____

Date _____