

# Park at 4th Rental Application Parks and Recreation Department

35 N. Third Street, Quakertown, PA 18951 **Phone:** 267-372-7275

Email: rentals@quakertown.org

Application and General Terms and Conditions must be completed, signed, and received before availability is confirmed or reservation is processed.

- If an item does not apply to your event, put "not applicable" or "N/A" in that box.
- A \$500.00 security deposit and completed Rental Application is required to secure the reservation.
- Additional required documents and rental balance are due 60 days prior to your scheduled event. Reservations are subject to cancelation if payment and documents are not received by the 60 day deadline. Events booked less than 60 days prior to scheduled event, all rental fees and documents are due immediately.
- Revisions to the application must be received and approved by Parks and Recreation Department no later than 30 days prior to event.

Last Name

# **Contact Information**

Main Contact
First Name

Home Address			City	Sta		2	Zip Code		
Home Address			City	,			Zip code		
Primary P	hone		Cell Phone	l .		Eı	mail		
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Address					City	St	State		Zip Code
Email Add	Iress				Organization Website				
Tax Exem	pt Organization				EIN:				
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	Request: Indicate dat	te(s)/times yo	ou are looking to	ren	t the space. Ir	nclude all set u	up and t	ake down ho	urs.
Event Nar	ne:								
Event Description:									
							Expected I	Daily Attendance	
☐ Single Day Rental ☐ Multi-Day F			рау к	kentai			Participants	Staff/Volunteers	
Day 1	Date:	Start time:	End time:			Total hours:			
Day 2	Date:	Start time:	End time:		e:	Total hours:			
Day 3	Date:	Start time:	End time:		e:	Total hours:			
Day 4	Date:	Start time:	End	End time:		Total hours:			
Day 5	Date:	Start time:	End time:		e:	Total hours:			
				Total Hou	rs	Total	Attendance		
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Event Details (Page 2)

Concert		Check which event type:						
Event Type    Sthis a public event?		$\square$ Concert $\square$ Run/Walk $\square$ Theatrical/Recital $\square$ Festival/Fair						
Yes		☐ Church Service ☐ Other:						
Yes		La this a much lise account?						
Will you be charging for admissions into the event?    Yes								
Type    Yes								
Please select all methods by which this event will be advertised:    Social Media	Event	, , , , , , , , , , , , , , , , , , , ,						
Social Media	Туре							
Other:		· · · · · · · · · · · · · · · · · · ·						
Previous name of event:		*Con Tankainal Considerations						
Will there be a change in traffic?    Yes		I CITACIT.						
Yes   No   Yes   No   Yes   No		For changes in traffic and street closures, please attach appropriate plans and materials.						
Has this event been produced before? No Previous name of event:    Are there changes from the previous event? No Poscribe changes		Will there be a change in traffic?  Will streets need to be closed?						
Event History  Previous name of event:  Are there changes from		☐ Yes ☐ No						
Event History  Previous name of event:  Are there changes from								
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the first state of the state of	Electricity	Access to electricity is an additional charge.  Use of electricity:						
Electricity  ☐ Use of electricity: ☐ Using onsite electricity ☐ Bringing generators ☐ No electricity needed at event	Liectricity	·						

Event Detail (Page 3)

Food & Catering	You are required to contact The Brick LLC to arrange food sales at your event and must use The Brick LLC exclusively for food services. Should you wish to engage third-party food vendors, you must first obtain written consent from The Brick LLC and furnish a copy of said consent to the Parks and Recreation Department. You will be subject to a \$50.00 charge per third-party vendor. Arrangements can be made with Kate Wilhelm at BrickSideLLC@gmail.com or 215-694-1321.  Vendors and/or anyone dispensing food at an approved event must adhere to all requirements of and be licensed by the Bucks Country Health Department. Food vendors must supply you with a copy of their Bucks County Food License and then made available to the Parks and Recreation Department.						
	Will you have food vendors at your event?	☐ Yes	□ No				
	List of food vendors:						
	Will your event be catered?	☐ Yes	□ No				
	List of food caterers:						

# Insurance

Applicant must supply an insurance certificate with a minimum of \$1,000,000.00 coverage for all events.

Borough of Quakertown must be listed as additional insured.

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Attendees Resident Non-Resident Resident/Non-Profit Non-Resident		□ \$100.00		□ \$150.00		□ \$	150.00		□ \$200.00	
	Attendees						Resident/Non-Profit		Non-Resident	
Rental Fees: Rental Fees are based on four-hour time slots. There is a \$50.00 charge for each additional hours. Exclusive rentals are private events not open to the public such as birthday parties, weddings, graduations, etc.  Number of Exclusive - Public - Public - Public -	are private even		open to the public suc	h as birthday parties,		s, graduations	, etc.	Г		

- 1. This application will not be considered complete without a signed copy of the General Terms and Conditions.
- 2. **Security Deposit:** The security deposit must be provided on a separate check made out to the Borough of Quakertown. Applicants that do not abide by the authorized use, general terms and conditions, or cause additional cost to the Borough may lose all or a portion of its security deposit.
- 3. **Insurance**: Applicant must supply an insurance certificate with a minimum of \$1,000,000.00 coverage for all events. The Borough of Quakertown must be listed as additional insured.
- 4. **Laws and Rules:** Applicant shall not allow any lewd or illegal conduct on the premises. The applicant must comply with applicable Borough, County, State, and Federal laws, regulations, and ordinances.
- 5. **Security:** The Parks and Recreation Department has the right to require event security based on the type of event. All event security plans must be submitted and approved by the Parks and Recreation Department 30 days prior to the rental.
- 6. **Advertising & Marketing:** All advertising and marketing materials related to the event should identify the facility and location as the Park at 4<sup>th</sup>, and the address as 301 W. Mill Street, Quakertown, PA. Advertising and marketing material may not include the Univest Performance Center.
- 7. **Cancellation Policy:** Any events that are canceled at least 30 days prior to the scheduled rental date will receive a refund of their application fee, but not the security deposit which will be retained as an administrative handling fee. Any event cancellation received less than 30 days prior to the scheduled rental date will not receive a refund of their registration fee or security deposit.
- 8. **Inclement Weather:** All events held at the Park at 4<sup>th</sup> are rain or shine. There are no rain dates. No refunds will be issued due to inclement weather.
- 9. **Approval Required:** The following activities are NOT ALLOWED without advance written approval of the Parks and Recreation Department: the sale of food, beverages, goods, or merchandise; charging admission or fee for service. Any advanced writing approval will be included in the Application.
- 10. **Changes to Contract:** Should any changes occur prior to your requested use of the facility, notify the Parks and Recreation Department immediately so that changes can be made to your rental agreement. Changes may increase or reduce fee amounts. Changes must be made 30 days in advance of scheduled use.
- 11. Responsibilities: For approved events, applicants shall be responsible for the following:
  - a. Providing chairs, tables, barricades, signage, extension cords, or any other auxiliary equipment necessary for the rental
  - b. Contacting the Parks and Recreation Department at least 1 week prior to the rentals to receive the amphitheater code and/or schedule time to pick up keys. Keys must be returned on the next business day or placed in the drop box located on the left side of Borough Hall after the event.
  - c. All set-up and clean-up of the facility. All areas used by the applicant must be cleaned up and returned to the conditions prior to the event.
  - d. Ensuring property belonging to the Quakertown Borough is not used or moved during the rental unless prior arrangements have been made with the Parks and Recreation Department. Use of Borough Property will result in a loss of security deposit.
  - e. Property brought to the rental must be removed from the premises at the time of your departure. It may not be stored at the park unless prior arrangements have been made with the Parks and Recreation Department.
  - f. Ensuring event attendees do not park in the Bucks County Free Library lot. The Library lot is not part of the amphitheater parking and is prohibited for event attendees' use. The Borough of Quakertown will provide barricades at the entrance of the Library lot. The applicant must move the barricades to block off the entrance to the library lot and remove them at the end of the event. Overflow parking should be directed to the Memorial Park parking lot.
  - g. Paying the cost of Police, Public Works, Sanitation, Park personnel or other support deem necessary and appropriate by the Borough to ensure the safety and well being of individuals attending the event.
  - h. The cost of restoration or repair of any damaged property during the rental period. Unreported damages and non-accidental damages are the sole responsibility of the applicant. The fees included on this application do not

in any way negate the responsibility of the applicant. The cost to repair damage(s) attributable to the event due to intentional acts, willful conduct, gross negligence, or abuse of the property will remain the responsibility of the applicant. Damage fees will be charged to the organization, including labor charges.

- 12. **Smoking**: Per Ordinance 1232, smoking and vaping by any person is prohibited in all Borough of Quakertown municipal parks. It shall be unlawful for any person to carry or use a lighted pipe, cigar, or cigarette; or the use of an electronic cigarette in these locations. Please respect our parks and facilities, and if necessary, contain smoking to your private vehicle. Violators will be fined.
- 13. **Signs:** Per Ordinance 983, "Temporary Signs, Mobile Stands. A temporary sign may be placed on the premises or on a mobile stand which is capable of being moved from one location to another. This type of sign may be used for a maximum ten-day period, three times a year. Any sign placed on a mobile stand shall require a **Sign Permit**. There must be a minimum of 30 days between ten-day periods." No sign shall be allowed within street right-of-way lines. Application for a **Sign Permit** must be approved by the Code Enforcement Officer and attached to this application. The Borough of Quakertown shall not be responsible for promotion of any event.
- 14. **Acknowledgment** I have read and understand the Rules and Regulations set forth by the Borough of Quakertown, and furthermore;
  - a. I understand that I will be asked to leave the premises and my fees will not be refunded if I, or my guests, are unable to follow these guidelines or any applicable Quakertown Borough Ordinances.
  - b. I understand that failure to adhere to these Rules and Regulations may result in exclusion from applications.
  - c. I understand that I will be the only individual contacted regarding this rental.
  - d. I understand that my event is in its entirety suitable for all ages.
  - e. I understand that the volume levels considered to be in excess by the Borough of Quakertown will be reduced.
- 15. **Hold Harmless:** I agree to indemnify and hold harmless the Borough of Quakertown, and its personnel from any loss, claim, penalty, or lawsuit in any way arising from my/our operation or involvement with this event. The Borough of Quakertown is not responsible for any theft or damages that may occur during the term of this agreement.
- 16. Indemnify For Copyright Infringement: Applicant represents and warrants that they are knowledgeable about copyright laws of the United States as applicable to any performance, and that Performer shall not perform any copyrighted materials of others during performance without full compliance with such applicable copyright laws. In the event that Performer breaches this representation, warranty and covenant, Performer hereby agrees to INDEMNIFY AND HOLD HARMLESS Borough of Quakertown and its employees, guests and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) arising out of such breach
- 17. By signing below, I am guaranteeing that I have authority to represent and bind my organization. I also certify that all information provided on this application is, to the best of my knowledge, truthful and accurate, and that my organization shall be liable for any consequential damages, including any cost of attorney's fees, resulting from misrepresentation or fraudulent information on this application or in any other written communication with the Borough of Quakertown.

Signature*	Date*

Return Application to:

Email (as attachment): rentals@quakertown.org
Or Mail: Quakertown Borough
Attn: Parks and Recreation
35 N. Third Street
Quakertown, PA 18951

This document is to assist in the planning of events at the Park at 4th. All vendors, sound, lighting, promoters, etc. shall plan to conform to the amphitheater's abilities. No alterations of wiring, staging, lighting, etc. will be allowed. Quakertown Borough will not provide any type of wiring conversion equipment, extension cords, additional light, generators, sound or electrical equipment, tables, chairs, or signs.

# **STAGE**

The stage size is approximately 68 feet wide and 24 feet deep and sits 4 feet high.

# **LIGHTING**

The amphitheater has standard ceiling lighting. These lights are not to be adjust nor touched during the rental. Adjustment of lighting will result in a loss of security deposit.

# **SOUND**

The amphitheater **does not** have any type of sounds system/speakers/P.A. or mixing equipment.

#### **ELECTRIC**

The amphitheater has a 200amp panel.

# **AUDIENCE SIZE**

The amphitheater can comfortably accommodate 3,000 people.

#### **PARKING**

Parking is available at the Park at 4<sup>th</sup>. **Event vehicles and attendee vehicles are not permitted to park at the Bucks County Free Library.** Overflow parking should be directed to the Memorial Park parking lot.

## THE BRICK LLC

The Brick LLC is our main food provider. They are stationed out of the Snack Stand. The Brick offers American fare favorites such as hot dogs, hamburgers, steak sandwiches, fries, pierogi, and nachos with all the fixings.

#### DRESSING ROOMS/TRAILER – No longer available for rent

The amphitheater does not have dressing rooms. The utility room in the back of the amphitheater can be used for staging or changing if prior arrangements with the Parks and Recreation Department have been made.

#### **BATHROOMS**

Bathroom facilities is equipped with men, women, and family restrooms. Portable restrooms and handwashing stations may be rented for additional cost.

# PARK AT 4<sup>TH</sup> BILLBOARD

The Borough of Quakertown offers applicants the opportunity to advertise their event on the Park at 4<sup>th</sup> Billboard for a \$100.00 advertising fee. Digital Advertising Contract can be found on Quakertown.org/Rentals

#### **PURPOSE:**

To establish a uniform policy relating to the use of various Borough-owned facilities, including but not limited to parks, athletic fields, and pavilions, hereinafter referred to as "Facilities/Fields", and to establish rules, procedures, and fees related to the use of these Facilities/Fields. The Facilities/Fields can be reserved by Borough or non-Borough residents, athletic groups/associations, corporations, associations, firms, or similar entities hereinafter referred to as "Users." Priority will be given, however, to Users residing or based in the Borough.

Borough of Quakertown Facilities/Fields must be maintained for the enjoyment and use of all residents and visitors. An effective usage policy is essential for safe and high-quality Facilities/Fields. As such, this Policy is specifically intended to prevent injury to Users of the Facilities/Fields and to prevent damage to the playing surfaces, equipment, and improvements located upon and within the Facilities/Fields. The Users using the Facilities/Fields are expected to assist the Borough by accepting and adhering to the rules, regulations, and procedures outlined in this Policy.

In addition to this Facilities and Fields Use Policy, all Users using the Facilities/Fields must abide by the Borough's applicable ordinances, including but not limited to, Chapter 16 of the Borough of Quakertown Code, entitled "Parks and Recreation". As well as, all of the requirements set forth in the Borough of Quakertown Event Application form.

#### I. RULES AND REGULATIONS

- A. These rules and regulations shall apply to the use of all Facilities/Fields owned by the Borough.
- B. The Borough of Quakertown Council retains the authority to amend this Policy from time to time as it deems appropriate. Upon being provided notice thereof, all Users are expected to immediately comply with any and all such changes.
- C. Borough Staff is authorized to administer such rules and regulations as are necessary to insure safe and efficient use and operation of the Facilities/Fields.
- D. Uses of the Facilities/Fields are contingent upon the Users' observance of these rules and regulations. A copy of this Policy will be attached to and made a part of the Borough of Quakertown Event Application form.
- E. Borough-sponsored programs or activities will have first priority for use of all Facilities/Fields. The Borough reserves the right to cancel any permitted activity if a Facility/Field is needed for the Borough's own use.
- F. All other Users may apply to reserve the Facilities/Fields by submitting a completed Borough Event Application form and the appropriate fee. Each request will be considered

based on the date the complete Application is submitted and the availability of the Facilities/Fields requested to be reserved.

G. Borough residents and businesses will take priority over persons and businesses not residing or located within the Borough if reservations are requested for the same time and Facility/Field.

## II. APPLICATION CONSIDERATIONS FOR FACILITIES/FIELDS

- A. The Borough Parks and Recreation Department is authorized to administer, schedule, and approve Borough of Quakertown Event Applications received in accordance with provisions of this Policy. The Parks and Recreation Department will be the point of contact for reviewing and approving all Event Applications.
- B. Users may apply to reserve the Facilities/Fields starting one year in advance of the initial date of requested usage of such Facilities/Fields.
- C. The Parks and Recreation Department will develop schedules for all the Facilities/Fields by coordinating all Borough of Quakertown Event Applications as they are received. The Borough reserves the right to move individuals, groups, teams or leagues, or to reduce the number of fields or days assigned or length of time on particular permits at any time.
- D. All specialized equipment and materials brought onto the Facilities/Fields must be specifically mentioned on the Borough of Quakertown Event Application and approved (i.e., large tent(s), large sports equipment, food vendors, etc.)

## III. FEES FOR FACILITIES/FIELDS USE

- A. All fees and deposits shall be set by Borough Council in the Borough of Quakertown Fee Schedule. This Fee Schedule may by amended from time to time by resolution of Borough Council adopted at a public meeting.
- B. The applicable fees and/or deposits must be submitted with the Borough of Quakertown Event Application per the current Fee Schedule.
- C. Violation of any portion of this Policy or a submitted and approved Event Application may result in cancellation or termination of the Borough's approval of an Event Application and the associated reservation of the Facility/Field. In addition, the Use shall forfeit any or all payments, deposits, and/or fees.

#### IV. RESERVATION PROCESS FOR FACILITIES AND FIELDS

A. Users who wish to reserve any of the Borough's Facilities/Fields must complete a Borough of Quakertown Event Application (available at Borough Hall or at the Borough's website at www.Quakertown.org) and submit it to the Borough, along with any required documentation (i.e., fee payment, deposit payment, Certificate of Liability Insurance, etc.)

- B. Approval to use the requested Facility/Field is not in effect until all paperwork has been received and approved by the Borough.
- C. Borough of Quakertown Event Applications must be submitted to the Borough at least sixty (60) days prior to the desired date of use. All fees, deposits, and Certificates of Liability Insurance must be submitted to the Parks and Recreation Department simultaneously with the Application. An incomplete Event Application packet shall be not accepted, reviewed, or approved. Applications submitted less than sixty (60) days in advance of the desired event date may not be approved in sufficient time to meet the Users requested start date.
- D. Users with fifty (50) or more participants which apply for use of one of the Borough's Facilities/Fields must provide a Certificate of Liability Insurance showing at least One Million Dollars (\$1,000,000) of coverage and naming the Borough as an additional insured along with a completed Borough of Quakertown Event Application.
- E. Borough of Quakertown Event Applications will be approved contingent upon the condition that all rules and regulations established by the Borough, including, but not limited to those set forth in this Policy, will be observed and followed.
- F. The Borough reserves the right of full access to all events and activities conducted upon/within any Facilities/Fields at any time in order to ensure that all policies, rules, regulations, and laws are being observed and followed.
- G. Users must sign a hold harmless agreement, as provided in the Borough of Quakertown Event Application, and assume all liability for any injury or damage arising out of its use of the Borough's Facilities/Fields, as well as all liability for damage to, or theft of, Borough property.
- H. Users making use of the Facilities/Fields are not afforded any type of insurance protection under the insurance policies of the Borough of Quakertown.
- I. Users will be responsible for reimbursing Borough of Quakertown for damaged or missing Borough items. To recover costs, the Borough may pursue all collections and legal remedies at its disposal.
- J. Approved Event Applications shall only be issued to adults 18 years of age and older.
- K. Approved Event Applications are not transferrable to another User.
- L. Users must have a copy of their issued Event Application with them during the event.
- M. The Borough may deny any application submitted or revoke any permit issued under this Policy at the Borough's sole discretion. Issuance of such a permit does not denote a property right to the User that received this permit.

#### V. RULES AND REGULATIONS FOR USE OF FACILITIES AND FIELDS

- A. Users and their guests/attendees/participants must comply with all applicable federal, state, and local laws, ordinances, codes, rules and regulations while sponsoring, conducting, running, overseeing, or participating in any event or activity at, within, or upon any Facility/Field.
- B. Cancellation of scheduled games/events must be made within a time frame that could allow rebooking of the Facility/Field. If a User cancels an event/activity, on the date of the event/activity, due to inclement weather, the User will receive a refund upon sending a written request to the Borough Manager, Borough of Quakertown, 35 North Third Street, Quakertown, PA 18951 or via email to kdbarndt@quakertown.org within thirty (30) days of the date of the cancelled event/activity. Any monies not requested to be refunded will be considered a donation to the Quakertown Parks & Recreation Department. All other cancellations must be made at least five (5) work days before the event/activity for a full refund. No untimely requests for refunds will be considered. If proper notification is not given, Users may be liable for any charge initially assessed for administrative costs, if applicable.
- C. Users shall assume responsibility for making appropriate announcements to all in attendance pertaining to the rules and regulations of the Borough of Quakertown, including, but not limited to, the ones set forth in this Policy and are responsible for ensure that all attendees/participants at their events fully follow and observe these rules and regulations..
- D. The Borough of Quakertown is not responsible for any lost, stolen, or damaged property of the Users or of any of the attendees/participants at an User's event or activity.
- R. Users are responsible for their own set-up and clean-up. All Facilities/Fields must be left in a clean and orderly fashion. Users shall be charged for any additional clean up fees.
- F. Any work performed on Borough property may only be performed by Borough of Quakertown employees or Borough-approved contractors. Permission to have work of any nature performed on Borough Facilities/Fields must be applied for and approved by the Director of Services for the Borough.
- G. The Borough reserves the right to prohibit or limit the use of any Facility/Field to prevent damage or excessive wear and tear to the Facility/Field and/or to give the Facility/Field time to recover from any damage or over-use.

#### VI. CANCELLATION OF FACILITIES AND FIELD USAGE

A. Closure of some or all of the Facilities/Fields may occur on occasion and reasons may include, but are not limited to, field resting, maintenance (including repair, pesticide and fertilization applications), and inclement weather. The Borough reserves the right to close

any Facility/Field at any time, for any reason, with or without advanced notice. Users can request refunds of fees and/or deposits for the closure by the Borough of a Facility/Field that they had reserved to use. Such refunds are not guaranteed and shall be given at the sole discretion of the Borough based upon the circumstances surrounding the closure.

- B. Conditions of the Facilities/Fields will be assessed by the Borough's Public Works Department and the Recreation Office, and the Borough has the final say over whether or not a Facility/Field needs to be closed and for how long such closure shall last.
- C. Users, such as groups, teams, and leagues, that reserve Facilities/Fields for multiple days, seasons, or other long periods of time may close one or more of the Facilities/Fields they have reserved to use by their guests, attendees, and/or participants. Such closures, however, cannot be enforced against other members of the public who have to right to enter upon and/or use such Facilities/Fields.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

I acknowledge that I have received, read, u follow the attached "Borough of Quakertown Fac	inderstand, and agree to observe, abide by, and illities and Field Use Policy."
Sign Name:	Print Name
On behalf of: Organization/Company	
Date:	