

## Facilities License Application

Application Date	<input type="text"/>	Office Use	License Fee	<input type="text"/>	
			Security Deposit	<input type="text"/>	
Licensee Name	<input type="text"/>			Office Phone	<input type="text"/>
Address	<input type="text"/>			Mobile Phone	<input type="text"/>
City	<input type="text"/>	State	<input type="text" value="Pennsylvania"/>	Zip Code	<input type="text"/>
Contact	<input type="text"/>			E-Mail	<input type="text"/>

Application for uses as per Resolution No. 2015-10-20  
Fee Schedule 2017-11 as Amended 7-17-2017(Attached)

Number of Events per fiscal year     1 Event     2 to 24 Events     25 to 49 Events     50 + Events

Date Range of Events    First Event Date     Last Event Date

License Fee Payments: Less than 25 Events due at signing. 25+ Events requires a minimum of 1/3 total Fees at signing, 1/3 at one-third though License period and the remaining 1/3 at two-thirds of the Licensor date range. License Fees are non-refundable and failure to make a payment results in the immediate cancellation of dates after the due date. Should a due date be on a non-business day or holiday the payment is due on the business date immediately prior to the due date.

On Page 3 list all employees working on the events licensed under this agreement.

Certificate of Insurance with Township of West Pikeland a Named Insured for General Liability, Property Damage and Liquor Liability for a single event \$500,000 minimum and multiple events a minimum of \$1,000,000 per incident. List Policy number in the field to the right and attach the certificate to this application.

Certificate of Workman's Compensation. Attach certificate and list Policy ID

Automotive Insurance Certificate for a minimum of \$1,000,000. List Policy number and attach certificate.

If programs for children are scheduled, please provide the background check for each individual involved in these programs as required by West Pikeland Resolution 2015-09-15 and list the number of individuals in the box to the right.

Signature of Applicant

Printed Name

Title of Applicant

Office Use Only

Approved by  
Township  
Manager

Payment Due Dates

1st/Only

2nd

3rd

Name	E-Mail	Telephone

## General Rules and Regulations

### APPLICATION AND APPROVAL PROCESS

1. A License to use the Theatre at Yellow Springs and/or the Municipal Meeting Room or any portion thereof for artistic or cultural events may be granted only after a completed Permit Application is submitted to the Township. All dates of use shall be scheduled through the Township Office, at least three months in advance prior to the event by filing a License Application with the Township. The Township acknowledges there may be circumstances with respect to a specific event that may merit special consideration to the three-month application requirement, subject to Township Manager review. The License Application be complete and shall include dates, facilities requested, a one-page description of the event, admission costs, a description of the organization/applicant and if a performance group the applicant's resume, a letter of recommendation and/or a published review and proof of insurance. Individuals with handicaps who are in need of special accommodations in order to complete the License Application may call the Township at 610-590-5300 for assistance. If the date and time requested are available, the completed License Application (including required rental fees) for use may be considered and if granted, the Township's official calendar will be marked accordingly with the name and time within one business day. No group, other than the Township, will be able to use the facility more than once a week without first obtaining special permission from the Township Manager.
2. Right to Deny License: The Township hereby reserves its right to deny any group access to use the facility whether membership in said group is comprised of Township residents or not, if the Township deems the proposed use to be inappropriate, or if said group desires to utilize the Township facilities solely for retail sales, fund raising or profit making events for the benefit of a commercial or profit-making business venture. This section should not be read as a prohibition against the use of Township facilities by authorized organizations who wish to use said facilities for purposes of fund raising or any other activity incidental to the non-profit goals of the organization or group

### RULES OF USE

1. All group(s) and persons shall assume the risk of damage to the property or injury while West Pikeland Township facilities are in use. Any single event applicant shall provide a Certificate of Insurance for \$250,000.00 coverage to the Township prior to the grant of permission for any such use. Any event serving alcoholic beverages requires the Township be provided with a Certificate of Liability Insurance naming West Pikeland Township, its staff and elected officials as additional insured a with a minimum of \$1,000,000 for liquor liability including bodily injury and property damage. Any event serving alcoholic beverages shall also show proof of all compliance with any permitting requirements of the PALCB. In the case of multiple events Certificates of Insurance for General Liability Insurance of \$1,000,000; Workman's Compensation; and, if appropriate, Automotive Insurance in the amount of \$1,000,000.



2. All groups agree to indemnify and hold harmless the Township, its Board of Supervisors, agents, servants and employees against any and all claims, demands, litigation and reasonable attorney's fees, arising out of your use of the Township property including claims of any participants in events, any spectator or anyone else present.

3. The Township reserves the right to cancel any event permit for violation of any of the rules and regulations governing use of the Township facilities. WPT reserves the right, and authorizes its representatives, to eject anyone who is deemed by its representatives to present him or herself in a disorderly fashion.

Any infraction of the following rules will result in a minimum \$100 deduction from the security deposit up to the total deposit.

4. License holder agrees that a representative of the Township of West Pikeland may be on-site during any and all events.

5. Access: Keys and Security codes for alarm system can be furnished by the township for the event with the understanding the key and code will be retained exclusively by the individual receiving the key. When the event ends the key-holder will assure that all doors are locked and the instruction alarm set. Keys will be returned on the business day following the event (or last event of a series). The individual receiving the key shall be identified prior to receipt and may not delegate that responsibility without the approval of the Township Manager. The Township property and facilities may not be used for the sales of goods or services except beverage services by approved caterers.

6. The Township property and facilities may not be used for the sales of goods or services except beverage services by approved caterers.

7. The use of the Theatre at Yellow Springs and/or Municipal Meeting Room for events shall be scheduled with the Township Office to the following groups:

a. Official activities of West Pikeland Township, including public meetings and township sponsored activities.

b. Other governmental agencies, as long as a West Pikeland resident agrees to be responsible for having all rules obeyed

c. Officially recognized civic and neighborhood associations, groups or organizations serving developments within or residents of West Pikeland Township).

d. Political parties and groups (but not for fund-raisers) as long as member of such group is a West Pikeland resident and agrees to be responsible for having all rules obeyed.

e. Group(s) sponsored by West Pikeland Township Committees that support and are consistent with the mission of the Committees.

f. Performing Arts Group(s) approved by the Township.

g. Non-Profit organizations for the purposes of various event types including fund raising through auctions, sale of merchandise or services where all of the funds raised are delivered to the non-profit organization with no provider receiving any proceeds.



- h. Corporate functions such as awards banquets, holiday events, educational and training sessions.
8. Said group(s) shall follow all rules and instructions enumerated by West Pikeland Township regarding use of the facilities.
  9. Responsibility: The person signing the application is responsible for the following:
    - a. Any adverse change in the condition of or damage to the facility
    - b. Payment for the repair of any adverse change and all damage to building, furniture, walls, floors and/or any equipment owned by the Township occurring during the use.
    - c. Ensuring that the facility is clean (within 2 hours after conclusion of event) and interior lights are turned off (As necessary). The Township will provide lighting equipment, lighting control board, and piano (as is).
    - d. The Applicant is responsible for focusing the stage lighting (note: a lighting technician can be hired, rolling ladder may not be used), production, audience management, piano tuning, and response to any emergency.
    - e. The Applicant is responsible for the removal of snow and ice on walkways and courtyard areas during hours other than Monday through Friday 8:00 a.m. to 4:00 p.m. and on holidays on the days of the event. During the business hours the Township will retain responsibility for treatment and clearing of these areas.
    - f. Costs for janitorial services required in the event of improper facility cleanup. The Township staff will perform an after event review of the facility on the next business day using the then current inspection check-list (a copy of which may be furnished the applicant if requested).
    - g. The building, grounds and equipment must be left in clean and orderly condition.
    - h. If there is any breakage, theft or damage during the event, the licensee will be charged for the costs of repairs or replacement. This will be deducted from the security deposit or billed accordingly if cost exceeds the amount of the security deposit.
    - i. All personal belongings must be removed from the property immediately after the event. WPT is not responsible for coat check, coat loss or mix up. Licensee may contract for a coat attendant through caterer.
  10. Occupancy Limits: Maximum occupancy and use shall be restricted to the areas and in the numbers as determined by the Township. No function shall exceed 163 persons in the Theater; 75 in Meeting 1; 75 in Meeting 2; 80 in Lobby; and 52 in Lobby Annex.
  11. Safety: Applicant will assure that all exits remain visible and clear of any obstruction and Exit signs are visible during occupancy. Should Applicant be aware of an Exit sign not operating properly it is to be reported promptly.
  12. Care of Building:
    - a. No nails, screws, scotch tape, wire, etc., may be used to place decorations, signs, or banners in any part or any wall of the facility.
    - b. No painting or application of wall treatments or changes to the facility are allowed by licensees.
    - c. Trash/refuse shall be placed in plastic bags provided by the facility user and removed to a township or licensee dumpster.
    - d. Thermostats are set and should not be readjusted.



13. Use by Minors: Any function involving use of the facility by minors shall be properly chaperoned by adults as approved by the Township. The chaperons or activity adults shall file the documents required by WPT Resolution 2015-09-17 at least 30 days prior to any such event. The Township, based on the activity and number of individuals expected to attend, shall determine the number of chaperons necessary for the function and reserves the right to review identification of any person engaged with programs for children. Should a person not in compliance with Resolution 2015-09-15 be performing a function regulated by that resolution be engaged in that activity the Township reserves the right to direct them to leave the facility or close the program.
14. Prohibited Activities: The following activities and actions are prohibited:
  - a. Smoking anywhere on municipal grounds or buildings is prohibited.
  - b. Use of alcoholic beverages without prior approval by the Township and the proper permits from the PaLCB, if necessary. If such use is requested, it shall be noted on the application provided to the Township.
  - c. The sale or provision of alcoholic beverages without providing the Township copies of the appropriate Pennsylvania Liquor Control Board Licenses or Permits as is an event allowing Bring Your Own Alcoholic Beverages.
  - d. Activities not in conformance with the application.
  - e. Advocacy or performance of illegal or unlawful acts.
  - f. Noise or other activity which interferes with the normal conduct of business in the building or adjacent structures.
  - g. Fog machines, bubbles machines, confetti and the throwing of rice, real and artificial petals and glitter.
  - h. Use of candles or open flames.
  - i. Additional amplification equipment is not permitted without Township consent.
  - j. Additional signage is not permitted without written Township consent.
  - k. Flowers and plant containers containing water placed on any wood surface without protective under coverings
  - l. No pets and/or animals inside West Pikeland buildings other than service animals
  - m. The Township reserves the right to review all advertisements and marketing programs prior to publication for events within Township-owned facilities. The Township's name, images, and logos may not be used in any marketing material without the written approval by the Township Manager.



15. Fees: All groups using the Theatre at Yellow Springs will pay a security deposit as pursuant to the West Pikeland Township Schedule of Fees. The Security Deposit shall ensure West Pikeland Township the Theatre at Yellow Springs Theatre and/or Meeting Room will be maintained in a proper manner. In addition, all groups will pay a non-refundable rental fee pursuant to the West Pikeland Township Schedule of Fees duly adopted by Resolution or motion by the Board of Supervisors. In the case of Licensees applying for 25+ or 50+ use agreements at least one third of the rental fee must be provided at the time of application, two thirds of the total fee by the end of the first quarter of the license period of the application, and the entire fee should be paid by the third quarter of the application or prior to the conclusion of the event (or last event for volume licensees). The Security Deposit must be provided prior to 30 days of the event (or first event for volume licensees). Fees and Security Deposits are excluded for official activities of West Pikeland Township, including public meetings and Township-sponsored activities, or use by other governmental agencies. Security Deposits for 25+ events shall be the highest deposit required over the term of the license. Said Security deposit shall be held by the Township and funds applied as permitted herein with the licensee replenishing said deposit to the defined amount within 2 business days.
16. On the business day following the use, the Township will document any damage.
17. Any person applying for use of the facility must be at least 21 years old.
18. WPT reserves the right to accept or reject any application for use and/ or to require the services of chaperons or off-duty police officers when deemed necessary. Licensee is responsible for any fees incurred.
19. Additional hours are at the discretion of West Pikeland representatives and must be arranged prior to event for pre-event preparation use. No event is to extend past 11:00 p.m. Time extensions for the event after the 11:00 p.m. curfew are prohibited; however, quiet clean-up work may continue after the event.
20. It is the responsibility of the licensee to obtain a West Pikeland Township approved caterer who meets the requirements in the caterer's agreement.
21. All musicians and or DJs are subject to approval by West Pikeland Township Manager and are required to adhere to the 11:00 p.m. curfew.
22. Licensee is responsible for the actions of the entertainers, musicians and/ or DJs as well as their guests.
23. Building and grounds must be vacated by all guests within 1/2 hour following end time listed on contract.
24. No bars or other liquid service stations will be set-up directly on hardwood floors without a waterproof covering under the bar and bartender area. Beer kegs and alcoholic beverage fountains are not permitted nor is self-service or service to minors. Bars will close 30 minutes prior to contracted end time of event. Licensee will be responsible for removing all unconsumed liquor at end of event from the premises.
25. Licensee shall not assign this License or sublet the premises without first having obtained the written consent of Township Manger. In such case Licensee remains responsible for complying with all terms and conditions within the permit.
26. Parking on grass or driveways is not permitted.
27. WPT reserves the right to make any such additional rules and regulations, as may be in the public interest.



**Event Codes**

Use the following event codes with the dates in the schedule table which follows -- like 02/02/2016A

Letter	Description	Estimated Attendees	Children's Program	Open to Public	Marketing Plan Attached
A			<input type="text"/>	<input type="text"/>	<input type="text"/>
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
O					
P					



## Municipal Campus and Theater Fees

Rental Options	Mon-Thurs	Friday/Saturday	Sunday	Weekday Hourly*	Weekend Hourly*
1. Theater Only	\$300	\$600	\$400	\$25	\$50
2. Meeting Room 1 (Includes side courtyard)	\$100	\$100	\$100	\$20	\$20
3. Meeting Room 2 (Includes front court yard, lobby and dressing rooms)	\$100	\$100	\$100	N/A	N/A
4. Earthworks	\$50	\$50	\$50	N/A	N/A

**Notes:**

- 50+ Reservation days on one applications results in a 50% discount
- 200+ Reservation days on one application results in a 75% discount

**Cleaning Fee:**

- \$100 non-refundable janitorial fee for groups of 30 or more

**Security Deposit:**

- Security Deposit is equal to the highest rental rate within a given week and will be returned within one month of the rental date if township management find the condition satisfactory. Renter will be responsible for additional costs beyond the security deposit if necessary.
- No refund of fees for incimate weather
- There is a \$35 fee on all returned checks

\*Hourly rate may not be used for more than 3 consecutive hours and is not applicable on days where another reservation has been made.

## License for Catered Food and Beverage Events

This license is granted at Chester Springs, PA this \_\_\_ day of \_\_\_\_\_, by Township of West Pikeland ("WPT") to \_\_\_\_\_ ("CATERER"), herein represented by \_\_\_\_\_.

WITNESSETH, THAT the Parties hereto agree as follows:

1. WPT agrees that subject to compliance of CATERER with conditions established herein, CATERER is hereby Licensed to provide catered food and beverage services within WPT facilities and premises subject to such further conditions as may be established in writing for each catered event under this license.
  2. CATERER agrees as follows:
    - a. To indemnify, defend, and hold WPT, its Board of Supervisors, officers, officials, employees and volunteers harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this License and any event it may cater.
    - b. To maintain, at its sole expense, at all times during any agreement hereunder and during each event it may cater, insurance with Pennsylvania authorized insurers as follows:
      1. Workmen's Compensation - Statutory limits for employees and certificates attesting to the policies of any and all sub-contractors. Each Individual and sub-contract organization shall be listed in Appendix A.
      2. Comprehensive General Liability, including Product and Personal Injury Liability coverage- \$1,000,000.
      3. Automobile Liability- Including Bodily Injury and Property Damage- \$1,000,000.
      4. Liquor Liability - \$1,000,000 (applies only to caterers engaging in the sale or distribution of alcoholic beverages within WPT facilities and premises who comply with the requirements set forth in 2.e below.)
      5. Township of West Pikeland Board of Supervisors, its officers, officials, employees and volunteers are to be named as additional insured on Comprehensive General Liability and Auto Liability. CATERER shall provide certificate(s) of insurance to WPT Township Manager which is not subject to cancellation without 30 days written notice to WPT.
- By requiring the above minimum insurance, WPT shall not be deemed or construed to have assessed the risk that may be applicable to CATERER. CATERER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.
- c. CATERER provides the following as attachments hereto.
    1. W-9
    2. Copy of current business license
    3. Last food safety inspection report
  - d. To comply with all federal, state, county and local requirements governing the furnishings of food and beverage catering services and the operation of its food and beverage catering business.
  - e. That if CATERER should engage in the sale or distribution of any alcoholic beverage within WPT facilities and premises that it shall perform all such activities in compliance with applicable local, state, and federal

laws and such WPT policies as are now applicable or which may be established during the term of this agreement or any extension hereof. Further, CATERER specifically acknowledges and agrees 1) to obtain and maintain during the term of this License all required governmental Licenses and Licenses for the sale and serving of alcoholic beverages, 2) to comply with Responsible Alcohol Management Program (RAMP) state law requirement; 3) that its employees catering an event may not be members or affiliates of the organization/department sponsoring the event and, 4) that no municipal funds may be used for the purchase of alcoholic beverages.

- f. That this License and any rights herein granted are personal to CATERER and shall not be assigned, sub-Licensed or encumbered without WPT prior written consent.
- g. That the purpose of this License is to establish conditions under which CATERER may enter into agreements to provide food and beverage catering for events within WPT facilities and premises and does not create, directly or indirectly, any obligation on the part of WPT to hire or pay CATERER for any food and beverage catering it may conduct within WPT facilities and premises or any costs CATERER may incur therefore.
- h. The CATERER agrees to be bound by the General Rules and Regulations defined in the Facilities License Agreement.
- i. The CATERER agrees to be a Township vendor in good standing. All catering event payments are processed through the WPT Accounting Services. The Township supports and encourages Small, Women-owned, Minority Owned and Veteran-Owned Businesses vendors.

3. WPT and CATERER both agree:

- a. WPT reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine CATERER records in such detail as is necessary to determine compliance with the terms and conditions of the License.
- b. Nothing in this License shall be construed to place the parties in the relationship of partners or joint ventures or agents, and CATERER shall have no power to obligate or bind WPT in any manner whatsoever. CATERER agrees that it shall neither state nor imply, either directly or indirectly, that the CATERER, or its activities, other than pursuant to exercise of this License, are supported, endorsed or sponsored by WPT and, upon the direction of WPT shall issue express written disclaimers to that effect. CATERER shall not use WPT's name without the express written permission of WPT. This License shall not constitute nor be taken to constitute approval for the use of any WPT trademark, logographic or other indicia without specific written approval of the Township Manager.
- c. That the term of this License shall begin on the date first written above and it shall end upon mutual consent. WPT reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this License in the event that there is a breach of terms by the CATERER. Without prejudice to this or any other right, the parties shall have the right to terminate this License upon 30 days written notice by certified mail at any time at either party's sole discretion.
- d. This License constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between WPT and CATERER. There are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. None of the provisions of this License may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this License or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach. This License shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the date first written above.

**License Granted by:**

WPT: Township of West Pikeland

By: \_\_\_\_\_

(Authorized Signature)

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

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

**Accepted and Agreed:**

CATERER: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

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

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

**ATTACHMENT A**  
**General Information**

1. Has the caterer been cited by the Health Department in the past year? If so please explain.
2. Has the caterer received any non-critical violations during health inspections during the past year? If yes, please explain.
3. Caterers must submit the following to the West Pikeland office no less than thirty (30) days prior to the event:
  - Health Department License issued from the township, county or state in which your commissary resides.
  - \$500.00 security deposit, which will be returned, less any charges for damages or incurred costs, within 30 days after the event. Security Deposits for shall be held by the Township and funds applied as permitted herein with the licensee replenishing said deposit to the defined amount within 2 business days.
  - \$100.00 usage fee for supervision of: set up/take down of tables/chairs, and other, service kitchen use, and event cleanup.
  - At least 2 referrals must accompany this agreement if you are new to West Pikeland.
  - Set up and take down of catered event, which includes tables and chairs is the responsibility of the caterer.
4. Caterer must schedule an on premise meeting with the West Pikeland Township Manager's staff at least 2 weeks prior to the event.
5. The kitchen at West Pikeland is a service kitchen only! You are required to incorporate an outdoor "tented" cook area if your catering services exceed the limitations of WPT's service kitchen. The West Pikeland Township Manager will determine as to where the outdoor cook area should be located. Basic 110 volt electricity will be supplied. Failure to adhere to "service kitchen only" will be considered a violation of this contract and you will be subject to a deduction in your security deposit and will not be permitted to return for any future events.
6. Events must end no later than 11p.m. One (1) hour take down and cleanup is allowed immediately following the event ending time.
7. Smoking is not permitted on or in any township property.
8. Pets and/or animals are not permitted inside West Pikeland Facilities.
9. Delivery and pickup of all rental equipment must be scheduled with the West Pikeland Township Manager. All Rental companies must be approved by West Pikeland Township.
  - Set up and take down of all event tables and chairs must be done under the supervision of the West Pikeland Township Manager. For each event please forward two signed floor plans (including a rain plan) at least three (3) days prior to event. These can be faxed to 610-228-

3477 or emailed to office@westpikeland.com.

- Off-site parking of catering vans/trucks will be coordinated with the West Pikeland Township Manager. Parking is not permitted on the grass, patio, or driveway encircling West Pikeland.

10. It is the responsibility of the caterer at the end of the event to do the following:

- Sweep all floors, terraces, and loading area.
- Wipe down all counters, sinks and appliances. Clean out refrigerator. (Cleaning supplies will be provided.) Dispose of used cleaning cloths, sponges, etc.
- Bag all garbage and debris and place in dumpsters. Recycling items are to be placed in recycling bins. Bring empty trashcans inside. Outside trashcans must be emptied.
- Remove all bar trash, including boxes and event items from storage rooms. Bar glasses and ice must be emptied into sinks through strainers.
- Kitchen and pantry floors are to be wet mopped. Empty and rinse bucket.
- At the completion of the clean-up, the West Pikeland Township Manager will determine if the building is left in proper condition. Failure to do so will result in charges based upon the time necessary to return West Pikeland to its proper condition.

<b>Item</b>	<b>Yes</b>	<b>No</b>	<b>Initials</b>
Caterers, have you read West Pikeland Rules and Regulations?			
Caterers, do you need to utilize an outdoor cooking area?			
Caterers, will you adhere to parking conditions?			





