

Warwick Township Parks and Recreation Community Room Access Information

Welcome to Warwick Township Parks and Recreation. We look forward to the start of your program with us. In the days leading up to the beginning of your program, make sure you check www.warwickrec.com or touch base with our Program Coordinator, Erin Long (elong@warwick-township.com; 215-343-6100 x-204) to obtain your roster of participants.

The Community Room doors will be unlocked by Warwick Police Department **30 minutes** before the start of your program (unless during normal business hours: M-Th 8am – 4pm; Fr 7am – 3pm). If you require more than 30 minutes prior access, please have that organized with Warwick Township's Program Coordinator. These requests will need to be made **1 week prior** to the start of your program.

If you arrive at your scheduled time, and the room is not unlocked, you will have to contact the police radio room at **215-328-8502** on your cell phone. Explain to the dispatcher that you are at The Warwick Township Building for a scheduled room rental and would like an officer to come open the door. The supervisor on duty will send an available officer as soon as possible, to unlock the door. There is also an emergency call box at the Police Department entrance (The police entrance is around the corner of the building, directly across the parking lot from the basketball courts). When you pick up the emergency call box, the police radio room is automatically dialed.

Warwick Township Parks & Recreation is aware that things happen beyond anyone's control. Should you encounter a problem with the room during your program, please call **267-883-0078**. A Parks and Recreation department member will do their best to advise and walk you through your problem.

User is solely responsible for the set-up and clean-up of the facility after your session. Please be responsible to ensure all trash and debris from your program is placed in provided trash receptacles. User is solely responsible for all audio/visual equipment. User shall not be permitted to nail, tack, tape, screw, staple or otherwise physically attach materials to any part of the facility. There is a bulletin board in the room for your use. Please do not use tape on the white board, magnets will work. Please avoid all contact with the mirrors affixed to the walls. They are made from an extremely delicate material and will damage easily. Fans are to be operated by using the switch on the wall only. User agrees to leave the facility in as good or better condition than which existed prior to usage. Upon departure lights and appliances will be turned off and all doors shut. Warwick Police will be by after your rental to lock up the building.

Warwick Township Parks and Recreation Program Proposal

This form must be completed in its entirety and returned for consideration to Warwick Township: 1733 Township Greene, Jamison, PA 18929. Should you have any questions, please call Erin Long at 215-343-6100 x204.

Contact Name _____ Name of Organization _____

Address _____ Email _____

Phone _____ Cell _____

Name of Program _____ Instructor Name _____

Age Group for Program: ___ Preschool ___ School Age ___ Adults ___ Seniors (pls check one)

Class Information	
Price for Instructor	
Price Advertised (Resident rate is Instructor rate +30%; Non-Resident rate in Resident rate +20%)	
Drop-In Class or Series	
Start-End Dates	
Number of Occurrences	
Time of Class	
Class Minimum of Participants	
Class Maximum of Participants	
Resources needed (tables, chairs, bathroom, sink etc.)	
Additional Comments or Support you may need from Warwick Parks & Recreation	

Description of Program (attach separate document if needed)



CONTRACT

SERVICE AGREEMENT BETWEEN Warwick Township AND CONTRACTOR TO PROVIDE SERVICES ON BEHALF OF MUNICIPALITY TO PUBLIC

THIS AGREEMENT, dated _____, is by and between Warwick Township, "MUNICIPALITY", and (Instructor or company name), "CONTRACTOR".

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services

CONTRACTOR shall provide services that include (karate, volleyball, Zumba, etc). CONTRACTOR, with the approval of the Municipality, shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be (8 weeks, 1 month, etc), commencing on Month, Day, Year and continuing through Month, Day, Year, unless otherwise terminated. CONTRACTOR shall deliver the agreed upon services to MUNICIPALITY.

3. Duties of MUNICIPALITY

MUNICIPALITY shall provide a facility within CONTRACTOR shall perform the required services, include a listing for each of CONTRACTOR's classes and camps in each MUNICIPALITY newsletter published during the term of this Agreement, and provide class and camp registration services. CONTRACTOR may provide the services at their facility if they choose to do so.

4. Compensation

MUNICIPALITY agrees to pay CONTRACTOR as full compensation for the services rendered pursuant to this Agreement. Compensation shall be (per person, hourly, etc).

5. Conflict of Interest

No officer or employee of MUNICIPALITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR's obligations under this Agreement.

6. Compliance with Laws

1. CONTRACTOR shall not discriminate against any participant, student, employee or applicant for employment under this Agreement because of race, religion, creed, color, gender, age, disability, national origin or any other basis to the extent prohibited by federal, state or local law.
2. CONTRACTOR shall comply with all federal, state and MUNICIPALITY laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts

or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

7. Compliance with Pa. CPSL

CONTRACTOR shall be in compliance with the Pa. Child Protective Services Law, (23 Pa. C.S. §§6301, et seq.) including the mandated reporter, child abuse clearance and criminal background check provisions therein. CONTRACTOR shall provide original documentation of required clearances for inspection and photocopying by the MUNICIPALITY at the request of the township at any point during the time of the agreement.

8. Independent CONTRACTOR

CONTRACTOR is acting as an independent CONTRACTOR in performing the work required by this Agreement and is not an agent, servant or employee of MUNICIPALITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between MUNICIPALITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

9. Indemnity

To the extent permitted by law, CONTRACTOR covenants to save, defend, keep harmless and indemnify the MUNICIPALITY and all of its elected or appointed officials, agents, volunteers and employees (collectively the "MUNICIPALITY") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to the goods or services provided by CONTRACTOR.

10. Insurance

CONTRACTOR shall purchase and maintain during the life of this Agreement policies of insurance as specified in Exhibit "A" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "A."

11. MUNICIPALITY Representative

Municipality will designate a contact person as the authorized representative of the Municipality who will serve as the primary contact of the Municipality in all matters pertaining to the services to be rendered under this Agreement. All requirements of MUNICIPALITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the MUNICIPALITY representative.

12. CONTRACTOR Representative

("NAME") shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

13. Notices

All notices required by the Agreement shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid or by commercial courier, addressed as follows:

To MUNICIPALITY: NAME
 ADDRESS

To CONTRACTOR: NAME
 ADDRESS

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone, email or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

14. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

15. Termination

If CONTRACTOR defaults in the performance of this Agreement, MUNICIPALITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If MUNICIPALITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by MUNICIPALITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as MUNICIPALITY shall otherwise have by law, MUNICIPALITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from MUNICIPALITY to terminate. CONTRACTOR shall present MUNICIPALITY with any work product completed at that point in time.

16. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

17. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

MUNICIPALITY ("MUNICIPALITY")

By _____
Parks and Recreation Program
Program Coordinator

By _____
Director of Parks, Recreation &
Open Space

APPROVED AS TO FORM:

CONTRACTOR ("CONTRACTOR")

By _____
Warwick Township Administration

By _____

Name and Title

By _____

Name and Title

EXHIBIT "A"

INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR'S indemnification, it is agreed that the CONTRACTOR shall purchase and maintain the following insurance coverages for the duration of the term of this agreement, for not less than the limits specified below or required by law, whichever is greater:

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury
- \$ 2,000,000 general aggregate
- \$ 2,000,000 products and completed operations aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the CONTRACTOR from bodily injury and property damage claims arising out of liability assumed under this agreement; and
- v. Personal and advertising injury liability.

2. Business automobile liability insurance or its equivalent with a minimum of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (of it no owned autos, hired and non-owned only;
- ii. Uninsured and underinsured motorists liability at minimum statutory limits, and;
- iii. Automobile contractual liability

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$100,000 each accident for bodily injury accident
- \$100,000 each accident for bodily injury by disease, and;
- \$500,000 policy limit for bodily injury by disease

4. All insurance policies shall be endorsed to include the following provisions:

- The MUNICIPALITY and all of its elected and appointed officials, agents, volunteers and employees shall be named as an additional insureds on the CONTRACTOR'S commercial general liability insurance and automobile liability insurance with respect to liability arising out the delivery of goods or services and the certificate of insurance, or the certified policy if requested, must so state this.

- Insurance provided to the MUNICIPALITY and all of its elected and appointed officials, agents, volunteers and employees by the CONTRACTOR as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and all of its elected and appointed officials, agents, volunteers and employees shall be excess and non-contributory with insurance provided to the MUNICIPALITY and all of its elected and appointed officials, agents, volunteers and employees as specified herein.
- This policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until after 60 days prior written notice has been given to the MUNICIPALITY. (Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.)

5. Prior to commencement of operations under this agreement the CONTRACTOR shall deliver to the MUNICIPALITY Certificate(s) of Insurance confirming the existence of the insurance requirements required above. If the CONTRACTOR fails to maintain the aforementioned insurance, the MUNICIPALITY may (at its option) obtain such insurance and forward an invoice for payment of the premiums to the CONTRACTOR.

6. No acceptance and/or approval of any insurance by the MUNICIPALITY shall be construed as relieving or excusing the CONTRACTOR from any liability or obligation imposed upon the CONTRACTOR by the provisions of this agreement.

7. Any deductibles shall be disclosed and the CONTRACTOR will assume all deductibles.

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Number of Occurrences	
Time of Class	
Class Minimum of Participants	
Class Maximum of Participants	
Resources needed (tables, chairs, bathroom, sink etc.)	
Additional Comments or Support you may need from Warwick Parks & Recreation	

Description of Program (attach separate document if needed)

