

Appendix B

TOWNSHIP OF HORSHAM  
DEPARTMENT OF PARKS AND RECREATION



HOLD HARMLESS AGREEMENT AND INSURANCE  
REQUIREMENTS  
FOR PARKS AND RECREATION FACILITY USE

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
between \_\_\_\_\_ (hereinafter referred to as the  
*(renters name)*  
“user”) and the Township of Horsham (hereinafter referred to as the  
“Township”).

WITNESSETH:

WHEREAS, User desires to use a certain Township facility, to wit, \_\_\_\_\_  
*(rental location)*  
on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ and;  
*(date)* *(beginning time)* *(ending time)*

WHEREAS, Township is willing to permit Applicant to use these Township Facilities subject to certain conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

Indemnification

In consideration for permission to use Horsham Township’s park and recreation facility, Applicant agrees to the fullest extent permitted by law to defend, indemnify, pay on behalf of, and save harmless Horsham Township, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the Applicant’s use or occupancy of the premises of Horsham Township.

Insurance

Compliance with the terms of this section is: \_\_\_\_\_ Required \_\_\_\_\_ Waived

1. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Horsham Township premises commercial general liability insurance or its equivalent with minimum limits of:  
\$ 1,000,000 each occurrence;  
\$ 1,000,000 personal and advertising injury;

\$ 2,000,000 general aggregate; and  
\$ 1,000,000 products/completed operations aggregate.

2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
  - a. Liability arising from premises and operations;
  - b. Liability arising from products and completed operations;
  - c. Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
  - d. Liability arising from the explosion, collapse, or underground (XCU) hazards;
  - e. Liability arising from athletic or sports participation; and
  - f. Liability arising from bodily injury to spectators.

3. The Horsham Township and the Horsham Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy as respects Applicant's use or occupancy of the premises of the Horsham Township. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by Applicant to evidence its purchase of commercial general liability insurance:

This policy is amended to include as additional insureds the Horsham Township and the Horsham Township's elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Horsham Township, "your product" or "your work".

4. If the Applicant has any owned autos, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Horsham Township premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.
5. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Horsham Township premises workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employers liability insurance or its equivalent with minimum limits of:
  - \$100,000 each accident for bodily injury by accident;
  - \$100,000 each employee for bodily injury by disease; and
  - \$500,000 policy limit for bodily injury by disease.

6. The Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Horsham Township premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
  - \$5,000,000 per occurrence;
  - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
  - \$5,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- a. Commercial general liability;
  - b. Business auto liability; and
  - c. Employers liability.
7. All insurance policies required by this agreement shall be endorsed to include the following provisions:
- a. The Township, (including its elected or appointed officials, agents, volunteers and employees.) shall be named as additional insured under all coverage except Worker's Compensation and accident and health policies, and the certificate of insurance (or the certified policy if requested) must so state.
  - b. Coverage provided by the User under this agreement shall be primary as respects the Township, its elected and appointed officials, agents, volunteers and employees. Any coverage maintained by the Township shall apply in excess of the insurance required by this agreement.
  - c. This policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until after 45 days prior written notice has been given to the Township. (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 provisions of standard ACORD certificates of insurance.)
8. Prior to commencement of any activities authorized by this agreement the Applicant shall deliver to the Township certificate(s) of insurance confirming the existence of the insurance requirements described above. If the Applicant fails to maintain the aforementioned insurance, the Township may (at its option) obtain such insurance and forward an invoice for payment of the premiums to the Applicant.
9. Any acceptance and/ or approval of any insurance by the Township shall not be construed as relieving or excusing the Applicant from any liability or obligation imposed upon the Applicant by the provisions of this agreement.
10. Unless the Township grants specific approval for an exception all insurers must:
- a. Be admitted to do business in the Commonwealth of Pennsylvania and;
  - b. Have a policyholders' rating of "A" or better, and financial size of "class VII" or better in the latest addition of Best's Insurance Reports.
  - c. Any deductibles shall be disclosed and all deductibles will be assumed by the User.

### **Waiver of Subrogation**

To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Horsham Township and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises of the Horsham Township or arising out of Applicant's operations on, at or adjacent to any premises of Horsham Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of Horsham Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers

of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

**Damage to Property of the Applicant and its Invitees**

The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Horsham Township.

**Termination**

The Township reserves the right to cancel and terminate this agreement at any time for cause. Cancellation does not relieve the Applicant from any liability assumed under this agreement.

**Non-Transferable**

Applicant shall not sublet without prior written consent of the Township.

Applicant's Name:

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

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

Date: \_\_\_\_\_

Township Of Horsham:

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

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

Date: \_\_\_\_\_