



TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801
Telephone: 814-238-4651 • Fax: 814-238-3454
www.twp.ferguson.pa.us

APPLICATION FOR THE USE OF TOWNSHIP FACILITIES

Today's Date: _____

The undersigned hereby makes application for the use of Ferguson Township Main Meeting Room Facility:

Name/Organization: _____

Person In Charge: _____

Billing address: _____

Phone Number: _____ Email: _____

Cell Phone Number: _____

Nature and Function of Group: _____

Use Date Requested: _____ From: ____ (am/pm) to ____ (am/pm)

Number of Persons Attending (approx.): _____

Seating Arrangement Desired: Standard Auditorium Seating:
Table Seating: No. Tables Needed: _____

Will food or beverages be served/provided? ___ yes ___ no (Please note restrictions on food and beverage in meeting room)

Organization Category: (circle one – See Facility Policy for definitions)

1. Class A
2. Class B
3. Class C
4. Class D

I have received and understand the Township of Ferguson Facility Use Policy and Regulations relating to the use of Township facilities and accept responsibility for meeting the requirements stated herein. I, the undersigned representative acting on behalf of the organization, hereby release the Township of Ferguson, its successors and assigns, from liability for any damage or injury to any person or thing pursuant to the grant of permission by the Township to use such premises. In addition, I agree to pay any additional costs if our group does not adhere to the policy.

Signature of Applicant: _____ Date: _____

INDEMNIFICATION AGREEMENT
For Use of the Ferguson Township Meeting Room

Name: _____

Purpose(s) of Use: _____

The Township of Ferguson (hereinafter referred to as "TOWNSHIP ") hereby agrees to permit _____ (hereinafter referred to as "Organization") to use the Ferguson Township Meeting Room on _____ from _____(A.M.) (P.M.) to _____(A.M.) (P.M.), but only for the purpose listed above.

In consideration of TOWNSHIP permitting Organization to use TOWNSHIP, and intending to be legally bound, Organization hereby agrees as follows:

1. Organization, on behalf of itself, its members, agents and employees hereby releases TOWNSHIP the Board of Supervisors, officers, agents and employees, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Organization, its members, agents or employees, or third persons, from any cause or causes whatsoever while Organization is in or upon premises or any part thereof during the term of this agreement, or occasioned by any occupancy of use of premises or any activity carried on by the Organization in connection therewith.
2. Organization hereby covenants and agrees to indemnify, defend and hold harmless TOWNSHIP the Board of Supervisors, officers, agents, and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries, liability, claims, suits, or losses however occurring or damages growing out of the same, arising out of Organization's use of TOWNSHIP premises, whether or not caused in part by a party indemnified hereunder.
3. The TOWNSHIP has the right to require acceptable proof of certain insurance coverage's, limits and endorsements depending upon the purpose(s) of the use. Failure to provide acceptable and timely evidence of these insurance requirements to the TOWNSHIP upon request will result in the immediate termination of the right to use TOWNSHIP premises.
4. The TOWNSHIP has the right to terminate Organization's use of TOWNSHIP premises if, in the sole discretion of TOWNSHIP, such use would interfere with the operation of the TOWNSHIP, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the TOWNSHIP.
5. The Organization agrees to release, hold harmless and defend the TOWNSHIP from any costs, including legal fees, due to the TOWNSHIP termination of Organization's use of the TOWNSHIP premises.
6. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The Organization hereby agrees to be subject to the jurisdiction of the courts for the County of Centre, Pennsylvania and agrees further that Centre County shall be the venue for any and all legal actions brought under this Agreement.
7. As evidenced by the signing of this Agreement, the Organization agrees to the terms specified herein.

Signature, Organization Officer

Officer Title

Date: _____

Telephone No: _____

**Township of Ferguson
Facility Use Policy and Regulations
Approved March 15, 2010**

The Policy

Ferguson Township recognizes the benefit of providing approved groups/organizations the use of Township meeting room facilities to conduct lawful business that supports the municipal purposes of the Township, as defined. Use of facilities for non-municipal, non-ticketed events shall require approval by the Township Manager or his/her designee. Requests for use of facilities shall be in writing and be submitted to the Township Manager's office. Use of the facilities must be in accord with the Township's Facility Use Policy and Regulations. Use of facilities shall not interfere with Township activity or operations and shall, at all times, be subject to the conveniences, requirements, and activities of the Township. The Township believes that a fee is appropriate, in some circumstances, to recover the Township's costs. The Township reserves the right to refuse any application for cause. No tobacco, alcohol, or drug use is permitted within any Township facility.

The Regulations

The following information regulations relate to the use of Township facilities. Exceptions to the regulations require the approval of the Township Manager or Township Board of Supervisors.

1) Definitions

Class A Uses - Municipal Uses includes the discussion of official Township business requested by the Board of Supervisors or staff; discussion of Centre Region Council of Governments business;; meetings by groups in which the Township has official representation; political groups meeting for the purpose of discussing Township elections and Township candidates;

Class B Uses – Governmental Uses - official use by other governmental agencies including the State College Area School District, Centre County, the Commonwealth of Pennsylvania, and other local governments and local government associations.

Class C Uses - Township Neighborhood Associations

Non-profit Interest Groups organized specifically to deal with issues of preservation of the environment, planning, and the protection of human rights and welfare, examples are Clearwater Conservancy, Trout Unlimited, Sierra Club, League of Women Voters.

Class D Uses - Social Service Agencies are nonprofit social service agencies providing basic human services or recreation services to Township residents. Typically, the social services are provided under contract with the federal, state, or county governments. If these services were not provided by the social service agencies, it is likely the Township, County, or Commonwealth would provide the service.

2) Facility Available for Reserved Use:

- Main Meeting Room (Seating for groups up to 30 during Township business hours. Seating for groups up to 65 after business hours.)

3) Facility User Hours

- a) No event can begin prior to 8:00 a.m. or end past 10:00 p.m. without the approval of the Township Manager's Office. The hours reserved must include set-up and clean-up time. All individuals associated with the event must vacate the facility by the indicated ending time. The hours for an event may not be extended without approval of the Township Manager's Office.
- b) For non-municipal uses, the user or designee must be present during all hours of scheduled events.
- c) Facilities are not available for use when a holiday is observed and offices are closed.

4) Reservations/Applications

- a) An application (on the Township's form) must be completed and submitted to the Township Manager's Office located at 3147 Research Drive, State College, PA 16801. This application can be obtained using the Township's web page (www.twp.ferguson.pa.us). An indemnification/ liability agreement must also be completed prior to facility use.
- b) Reservations must be made no less than two weeks in advance and no more than two months in advance. Reservations may be accepted with less than two weeks notice at the discretion of the Township if facilities and staff are available.
- c) Facilities may not be reserved for recurring regular meetings of non-municipal users. Groups must submit an application for each use and are not guaranteed availability.
- d) The Township reserves the right to deny any request for cause. Reasons for denial include but are not limited to failure to comply with the Township's Facility Use Policy and Regulations; conflicts in facility use; the lack of Township staff available to be present during an event.
- e) Cancellations will only be accepted from the applicant (the person who signed the reservation application). Cancellations should be made to the Township Manager's Office no less than one week (7 days) prior to the scheduled event.

5) Rental Fees

- a) Rental fees will not be charged to groups meeting for purposes included in Class A provided the facilities are left in a clean condition and arranged in the same manner that existed prior to the groups use. Any group that fails to comply with this policy will be charged for required custodial services. Any damage to furniture, fixtures, walls, and/or carpets/floors will be repaired and the cost invoiced to the group using the facilities (see General Regulations).
- b) Rental fees for groups meeting for other than Class A uses may be charged a fee as indicated below. Groups are expected to leave the facilities in a clean condition, arranged in the same manner that existed prior to the groups use. Any group that fails to comply with this regulation will be charged an additional amount for required custodial services. Any damage to furniture, fixtures, and/or carpets/floors will be repaired and invoiced to the group using the facilities (see General Regulations).

All rental fees are due and payable prior to room occupancy. Rental fees are refundable with no less than one week (7 days) notice to the Township Manager's Office of a meeting cancellation.

Current Rental Fees are as follows:

<u>Room</u>	<u>Class B</u>	<u>Class C</u>	<u>Class D Uses</u>
Main Meeting Room	<u>Uses</u>	<u>Uses</u>	
Initial Fee	\$0	\$0	\$0
Second and each subsequent use each month	\$50 + one hour custodial fee	\$50 + one hour custodial fee	\$50 + one hour custodial fee

*\$20 per hour fee for custodial services.

Room rental fees are subject to change in accordance with the Township's fee schedule.

6) General Regulations

- a) Any person failing to comply with the established rules and regulations or violating any federal, state, or local law or regulation may be required to leave the premises.
- b) The Township reserves the right to cancel the use of the facility prior to the requested date if the meeting room is needed for municipal purposes.
- c) There shall be no food or drinks permitted in the meeting room without receiving prior approval of the Township Manager or his/her designee.
- d) Tables and chairs are to be used indoors only and only for the specific use for which they are intended. At no time should anyone stand on tables or chairs, or sit on tables. The Main Meeting Room tables and Main Entrance Foyer furniture may not be moved. All other tables and chairs must be returned to their original arrangement. Relocating tables and chairs from other rooms is prohibited.
- e) Approved reservations cannot be transferred, assigned, or sublet.
- f) Permission to use the building is on an individual basis, and not on a continuous basis.
- g) Facilities must be left by the using organizations in the condition in which they were found. Facilities should be free of all litter and the furniture returned to its original position. Failure to do so will result in the assessment of custodial charges and associated overhead.
- h) Damage to furniture, fixtures, walls, or floors must be reported to the Township within 12 hours of the occurrence of the damage. Costs to clean or repair damage will be invoiced to the organization using the facility. Such costs shall be billed to the group using the facility and shall be paid in full within 30 days of the date of the invoice. Failure to pay within 30 days shall result in an additional penalty of 1% per month on the unpaid balance. The Township reserves the right to file suit to collect damages.
- i) No alcohol, tobacco, or drug use is permitted in Township facilities.
- j) Failure to comply with the rules for facility use may disqualify the user from further use of Township facilities.
- k) Heating and air condition must be returned to their original settings.
- l) Lights in the restroom facilities must be turned off.
- m) Use of the kitchen facilities (except for sink), audio and video equipment is not included in the meeting room use.
- n) No animals are permitted in the building at any time, with the exception of guide dogs for the sight impaired.
- o) The meeting room may not be used for recreational or religious purposes. The meeting room may not be used for political purposes except as a Municipal Purpose.
- p) Any group denied use of Township facilities that believes said denial is not in accord with this policy may appeal such denial to the Ferguson Township Board of Supervisors.