

AGREEMENT FOR BICYCLE EVENTS USING TOWNSHIP ROADS

THIS AGREEMENT entered into this ___ day of _____, 201__, by and between _____, having address of _____ (_____) and MOUNT JOY TOWNSHIP, a second class township organized and existing pursuant to the Second Class Township Code of Pennsylvania and maintaining its principal office at 902 Hoffman Home Road, Gettysburg, Pennsylvania (Township).

WHEREAS, the Township owns and maintains public roads; and

WHEREAS, the safe use of the roads includes the erection and maintenance or lawful, necessary and proper road signage and markings by the Township; and

WHEREAS, _____ desires to use the Township roads for the conduct of an organized private bicycle event known as _____ and to be held _____ utilizing _____ in the Township; and

WHEREAS, _____ and the Township mutually intend to memorialize certain terms for the use of the public roads for the identified event.

NOW THEREFORE, in consideration of mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows

1. _____ expressly acknowledges and agrees, at its sole cost and expense, to the following terms:
 - a. For purposes of this Agreement “directional signage” includes signs, balloons or other device intended to attract a cyclist’s attention and inform the cyclist of the event route.
 - b. No directional signage may be posted in a public right-of-way nor markings affixed to the public road unless the Township is given 10 calendar days written notice identifying the event and the event sponsor(s), stating the anticipated number of participants, and describing in detail the event route in the Township.

- c. Any directional signage posted in a public right-of-way shall be placed no earlier than 24 hours prior to the start of the event and shall be removed within 24 hours of the completion of the event.
- d. No directional signage shall be placed in the public right-of-way in such manner as would interfere with the safety of the motoring public or which would otherwise distract the motoring public. No directional signage shall be attached to any official road sign. No directional signage shall be placed within 15 feet of a stop sign or other warning or safety sign.
- e. Any directional markings affixed to a roadway shall be affixed only with chalk, water soluble paint or removable tape. If taped, the tape shall be removed from the roadway within 24 hours of the completion of the event.
- f. A motorized vehicle associated with the management of or participant in the event shall not be parked on any part of the paved area of a Township road and shall not be parked closer than 15 feet from a stop sign or other warning or safety sign.

2. The parties agree and understand that the provisions of this Agreement do not impose on the Township any obligations, except as specifically stated herein.

3. _____ shall hold the Township, its officials and its employees, harmless against any and all claims of damages, losses, or liabilities related to conduct of the event and shall indemnify and defend the Township, its officials and its employees from and/or against any and all claims of damages, losses or liabilities of third parties related to the conduct of the event.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST

MOUNT JOY TOWNSHIP

Chairman of and for the Board of Supervisors

Sheri Moyer, Secretary

(TOWNSHIP SEAL)

[PRINT NAME OF ORGANIZATION]

[Print Name]_____

[Print Title/Position]_____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this the ____ day of _____, 2015, before me _____, a notary public, the undersigned officer, personally appeared _____ who represented himself to be _____ of the _____, who executes this document in such capacity and acknowledges __he is authorized to do so and acknowledged that __he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

Notary Public