

**Resolution 2009-30**

WHEREAS, the Township of Radnor has planned the Main Line Chamber of Commerce 5-K Fun Run & Walk on Saturday, September 26, 2009, and


WHEREAS, as part of the Main Line Chamber of Commerce 5-K Fun Run & Walk has been planned using part of SR #0030 Lancaster Avenue, SR #1046 North Wayne Avenue and SR #1042 Eagle Road and


WHEREAS, in order to conduct this event, the Pennsylvania Department of transportation requires the Township to submit a Race Permit and Indemnification Agreement for the temporary road closing.

NOW THEREFORE, BE IT RESOLVED, that the Township of Radnor Board of Commissioners hereby authorize the Township Manager to execute the attached application on behalf of the Main Line Chamber of Commerce 5-K Run & Walk.

RESOLVED by the Board of Commissioners this 17<sup>th</sup> day of August 2009.

TOWNSHIP OF RADNOR

BY:   
Thomas A. Masterson, Jr., Esquire, President

Attest:   
Matthew S. Baumann, Secretary

AGREEMENT NO. \_\_\_\_\_  
FEDERAL ID NO. \_\_\_\_\_

RACE PERMIT AND INDEMNIFICATION AGREEMENT

In consideration of the Commonwealth of Pennsylvania,  
Department of Transportation ("Commonwealth") granting  
permission to the MAIN LINE CHAMBER OF COMMERCE,

(Name of Permittee)

a corporation, partnership, municipal government (please  
designate appropriate description) whose address is  
175 Strafford Avenue Suite 130 Wayne PA 19087

("Permittee"), to use various state highways, which are  
designated on the attached map marked Exhibit "A", and made a  
part hereof, for the purpose of conducting the  
MAIN LINE CHAMBER OF COMMERCE 5K RUN ("Race")

(Name of Bicycle Race or Other Event)

to be held in Radnor Township Delaware County(ies),  
Pennsylvania, on September, 26, 2009, with the

(Month) (Day & Year)

rain date of XXXX Rain/Shine, XXXX, 20XX, the Permittee,

(Month) (Day & Year)

intending to be legally bound, hereby agrees to indemnify, save  
harmless and defend (if requested), the Commonwealth, its  
officers, agents and employees from any and all claims, suits or  
actions for injuries, death and/or property damage arising out  
of such use by the Permittee, its officers, agents and  
employees, the Race participants, the support staffs, the Race  
officials, volunteers (if any), the Race caravan (if any),  
medical support, technical support, media vehicles, Pennsylvania  
State Police, sheriffs and local police, escorts, Race

communications staffs, the traveling public, the general public and spectators.

The Race shall take place in Pennsylvania and shall begin at SR0030 @ Strafford Avenue and end at Eagle Rd and Strafford Ave  
(Race Start Location)

\_\_\_\_\_ . The duration of this permit shall  
(Race End Location)

be from 0800 Hrs. through  
1000 Hrs. (Eastern Daylight Time) on the day of the Race. This permission is granted upon the conditions that the Race route be properly secured with proper security and safety measures being taken to protect the Race participants, support staffs, Race officials, volunteers (if any), medical support, technical support, media vehicles, Pennsylvania State Police, sheriffs and local police, escorts, Race communications staffs, the traveling public, the general public and spectators; that proper emergency medical services be provided to address emergency medical situations that may occur; that proper police protection be provided and that the Race be coordinated with the Pennsylvania State Police and affected local police agencies; that the general public and the traveling public be notified in advance of the Race; that the local fire departments and emergency ambulance services be notified of the Race; that written permission be obtained from each local municipal entity whose road is being used for the Race; and that the insurance coverage specified hereafter be provided.

The Permittee agrees to the above conditions and the indemnification provisions with the Commonwealth of Pennsylvania. A certificate of insurance is attached as Exhibit "B" and made part hereof as evidence to the Commonwealth of

Pennsylvania, of the existence of public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person, one million dollars (\$1,000,000.00) per occurrence, to cover any loss that might occur as a result of the aforementioned use of the state highways or that might otherwise arise out of or be connected with the Race. The insurance must be occurrence based and the insurance certificate must indicate that the insurance is occurrence based. The Commonwealth of Pennsylvania shall be named as an additional insured on this policy.

In addition, the Permittee agrees to comply with the Provisions Concerning the Americans with Disabilities Act, attached as Exhibit "C" and made part thereof. As used in these Provisions, the term "Contractor" refers to the Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST: \_\_\_\_\_ \*

(Name of Permittee)

\_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title  
(Seal)

\_\_\_\_\_  
Title

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
for District Executive DATE

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel DATE

Preapproved Form:  
OGC No. 18-K-2660  
Appv'd OAG 12/15/99

\* Permittee must attach copy of resolution or other documentation of signature authority unless signature authority is set by statute.