

**USE OF FACILITY REQUEST FORM**

Name of Group: \_\_\_\_\_

Name of Sponsor or Responsible Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Park or Facility Requested: \_\_\_\_\_

Date (Rain Date) and Hours Requested: \_\_\_\_\_

Activity to be Conducted: \_\_\_\_\_

Special Needs Request: \_\_\_\_\_

Approximate Number of Persons Attending Activity: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Outside Organizations (i.e., a profit-making organization or a non-profit organization that would normally carry its own insurance, or any organization that does, in fact, carry its own insurance) MUST attach an Insurance Certificate naming the Borough of Rockaway as an additional insured. This certificate must show, at a minimum, \$500,000 combined single limit for bodily injury and property damage per occurrence and in the aggregate. Policy Number: \_\_\_\_\_ (Evidence of insurance is not required for "individuals" or "informal residential groups" who do not fall under the above definition of "Outside Organization.")

I have been given a copy of and read Ordinance 11-07 regarding Chapter 71, Section 71-16, Use of recreation facilities, and the applicable section of Chapter A263, Fees, and agree to fully comply with all its provisions, including payment of fees as applicable. I agree that the decision of the Recreation Commission regarding the Priority assigned to this request and associated fees is final (see reverse side).

The following must be attached: (1) signed Indemnification and Hold Harmless Agreement and (2) fees consistent with your anticipated priority code (see reverse side).

I understand that this request, insurance certificate, and signed Hold Harmless Agreement must be submitted at least two months prior to the event or be subject to a non-refundable late fee of \$25.00.

(FOR OFFICE USE ONLY)

Police Dept. Approval:  Yes  No Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
If denied, reason: \_\_\_\_\_

Rec. Comm. Approval:  Yes  No Priority Code: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
If denied, reason: \_\_\_\_\_

Copies to: Applicant    Borough Clerk    Police Dept.    Public Works Dept.    Recreation Comm.

The priorities and fees for use of facilities are set forth below:

- (1) Priority 1: Groups directly approved and financed by the Board of Recreation Commissioners with a majority of participants who are residents of the Borough will have first priority use, according to the seasonal schedules of said sports. No fees will be charged to Priority 1 groups.
- (2) Priority 2: Organizations approved by the Board of Recreation Commissioners with less than 50 percent Borough residents will be second in priority. Priority 2 groups will be assessed fees for the use of lights as provided in Chapter A263, Fees.
- (3) Priority 3: Public schools located in the Borough of Rockaway (Rockaway Borough public schools, Morris Hills High School). No fees will be charged to Priority 3 groups.
- (4) Priority 4: Departments and agencies of the municipal government. No fees will be charged to Priority 4 groups.
- (5) Priority 5: Community organizations formed for charitable, civic, social or educational purposes. Priority 5 groups will be assessed fees for the use of lights and scoreboard as provided in Chapter A263, Fees.
- (6) Priority 6: Outside groups or commercial enterprises that benefit the children of Rockaway, such as a sports camp run for profit. Priority 6 groups will be assessed fees for the use of lights and scoreboard, facility rental fees, and a security deposit as provided in Chapter A263, Fees.

Schedule of charges for use of recreation facilities:

	<u>Priority 1</u>	<u>Priority 2</u>	<u>Priority 3</u>	<u>Priority 4</u>	<u>Priority 5</u>	<u>Priority 6</u>
Fields with scoreboard	No charge	No charge	No charge	No charge	\$5	\$10
Lights	No charge	\$25 per hour	No charge	No charge	\$25 per hour	\$25 per hour
Rental fee	No charge	No charge	No charge	No charge	No charge	\$25 per hour
Security deposit	No charge	No charge	No charge	No charge	No charge	\$100

NOTE: All fees are rounded up for portion of an hour. Security deposit is refunded if facility is left in undamaged and clean condition."

All groups, except Priority 1, 2 and 4, must submit a use of facilities request in a timely manner, a hold harmless agreement and a certificate of insurance at least two months prior to the event or be subject to a non-refundable late fee of \$25.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the BOROUGH OF ROCKAWAY, a municipal corporation of the State of New Jersey, with an address at 1 East Main Street, Rockaway, New Jersey ("the Borough"); and \_\_\_\_\_ with an address at \_\_\_\_\_ ("I/we me/my/us").

**W I T N E S S E T H:**

**WHEREAS,** the Borough is the owner of certain real property located at \_\_\_\_\_, Rockaway Borough, New Jersey (the "Property"); and

**WHEREAS,** the Borough has agreed to allow me or my agents to use the Property in connection with \_\_\_\_\_ to be held on \_\_\_\_\_ (rain date \_\_\_\_\_) during the hours of \_\_\_\_\_, but has requested, as a condition to allowing that use, that I/we indemnify and hold them harmless as set forth below.

**NOW THEREFORE,** in return for good and valid consideration, receipt of which by the parties is hereby acknowledged, the Borough agrees as follows:

1. I/we agree to indemnify and hold the Borough harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Property for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the Borough or any other person or persons for bodily injury, or for injury to or loss of property resulting from caused by or arising out of the conduct of me, my agents, servants or employees.

2. I/we agree that the activity listed above will not include the consumption of alcoholic beverages, but should any guest, invitee, licensee, visitor, or other person present on the premises listed above consume alcohol or allow or permit others to consume alcohol, then I/we agree:
  - a. that I/we am/are solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above;
  - b. to acknowledge by the signing of this Hold Harmless Agreement that the Borough has no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that the I/we will take no step, action, or measure to convey the idea that the Borough in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages in the site and date listed above;
  - c. that I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the Borough's property;
  - d. to comply with all Municipal Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits.
3. I/we agree to provide a Certificate of Insurance and, if required, proof of Special Events Insurance as soon as practicable and not less than two business days before the date of the planned activity.
4. (Applicable to Corporations only) I/we agree that I/we am/are obligated to reimburse the Borough for all reasonable attorney's fees incurred by the Borough to enforce the terms of this Hold Harmless Agreement or to defend the Borough against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by me/us at the Borough's sole cost and expense pursuant to this Hold Harmless Agreement.

5. Modification; Waiver. No change or modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto.
6. Severability. If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
7. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals as of the date first above written.

ATTEST:

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Witness