

## USE OF FACILITY REQUEST FORM

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Centennial Basketball Court               | <input type="checkbox"/> Donatoni Soccer Field         | <input type="checkbox"/> Heady Playground            |
| <input type="checkbox"/> Smith Field                               | <input type="checkbox"/> Friendship Field              | <input type="checkbox"/> Park Lake Path              |
| <input type="checkbox"/> Community Center                          | <input type="checkbox"/> Heady Baseball/Softball Field | <input type="checkbox"/> Park Lake Beach (in season) |
| <input type="checkbox"/> Donatoni Small<br>Baseball/Softball Field | <input type="checkbox"/> Heady Basketball Court        | <input type="checkbox"/> Other                       |
| <input type="checkbox"/> Donatoni Large Baseball Field             | <input type="checkbox"/> Heady Hockey rink             |  |

### Date or Season Requested:

Date/Season: \_\_\_\_\_ Day: M Tu W Th F Sat Sun Time: \_\_\_\_\_

Alternate Date: \_\_\_\_\_ Day: M Tu W Th F Sat Sun Time: \_\_\_\_\_

### Contact Information:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Event Information:

Purpose of this Request: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Estimated No. of Attendees: \_\_\_\_\_ Special Need Request: \_\_\_\_\_

### Acknowledgment: Please initial, if not applicable, input N/A

All coaches, volunteers, etc. possess the required certifications (ex. Rutgers Cert) for activity: \_\_\_\_\_

All coaches, volunteers, etc. working with minor children have passed a background check in the past year: \_\_\_\_\_

First aid kit is readily available \_\_\_\_\_ Comply with the Borough Code of Conduct/Rules & Regulations: \_\_\_\_\_

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 a Certificate of Insurance naming the Borough of Rockaway as an additional insured. See attached, "Required Insurance for Use of Borough Facilities." (Evidence of insurance is not required for "individuals" or "informal residential groups" who do not fall under the above definition of "Outside Organization.")

**The priorities for use of facilities are set forth below:**

- Priority 1: Groups, departments and agencies of the municipal government directly approved and financed by the Borough of Rockaway will have first-priority use. No fees will be charged to Priority 1 groups.
- Priority 2: Schools located in the Borough of Rockaway. No fees will be charged to Priority 2 groups with the exception of Memorial Park playground fee listed in Chapter A263, Fees.
- Priority 3: Community organizations formed for charitable, civic, or social purposes. No fees will be charged to Priority 3 groups.
- Priority 4: Outside groups, business entities or other. Priority 4 groups will be assessed fees for the use of facility or facilities as provided in Chapter A263, Fees.

Facility	Season Fee*	One-Time Fee*	Facility	Season Fee*	One-Time Fee*
<b>Donatoni Community Park</b>			<b>Heady Park</b>		
Small baseball/softball field	\$400	\$150	Baseball/softball field	\$350	\$100
Large baseball field	\$400	\$150	Basketball court	\$400	\$150
Soccer field	\$400	\$150	Hockey rink	\$350	\$100
			Memorial Park playground	\$200	\$100
<b>Friendship Field</b>	\$350	\$100	<b>Smith Field</b>	\$350	\$100
<b>Centennial Park Basketball Court</b>	\$350	\$100	<b>Park Lake Beach (in season)</b>	\$25 per person**	\$100**

\* In the event an organization has multiple groups or teams, each group or team will be assessed a separate fee.

\*\* Plus lifeguard fees at \$15 per hour; minimum of 2 hours. Recreation Director will determine the number of lifeguards.

**Seasons:** December 1 - February 28; March 1 - June 30; July 1 - August 31; September 1 - November 30.

The following **MUST** be attached before your application is reviewed:

- Signed Indemnification and Hold Harmless Agreement
- Certificate of Insurance naming the Borough of Rockaway as an additional insured (see attached).

If request is approved, you will be notified of the fees to be paid within five business days.

I understand that this request, signed Indemnification and Hold Harmless Agreement, and Certificate of Insurance 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: \_\_\_\_\_

Borough Approval:  Yes  No Priority Code: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
 If denied, reason: \_\_\_\_\_

Fees Due: \_\_\_\_\_

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

**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

\_\_\_\_\_  
Witness

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

## REQUIRED INSURANCE FOR USE OF BOROUGH OF ROCKAWAY FACILITIES

All groups who desire to use Borough-owned facilities must submit an insurance certificate naming the Borough of Rockaway as an additional insured.

- (a) This certificate must show, at a minimum:
  - [1] Comprehensive general liability insurance against claims for bodily injury and property damage occurring on, in or about the facility and the adjoining streets, sidewalks and passageways, in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate; \$100,000 damages to rented premises; and \$10,000 medical expense; and
  - [2] Comprehensive automotive liability insurance against claims for bodily injury or property damage in combined single limit amount of not less than \$1,000,000, if the organization using the facilities will be operating vehicles on the Borough's property; and
  - [3] Workers' compensation and employers' liability insurance coverage of all of Organization's employees to include owners of sole proprietors, partners, executive officers, and members of limited liability corporations (LLC), if the organization has an employer/employee relationship. All such insurance shall be in amounts required by New Jersey law.
  - [4] All liability insurance referred to in [1] and [2] above shall include the Borough of Rockaway, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees as additional insureds, on a primary and non-contributory basis. The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon contractor as a result of this Contract and/or as a limitation on the extent of Organization's responsibility for payment of damages resulting from use of the facility(ies) under this Contract.
- (b) The Borough reserves the right to require additional insurance coverages, depending on the facility requested and the use of the facility.