

Borough of Rockaway

MUNICIPAL BUILDING • 1 EAST MAIN STREET • ROCKAWAY, NEW JERSEY 07866



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 a Certificate of Insurance naming the Borough of Rockaway as an additional insured. See attached, "Required Insurance for Use of Borough Facilities." 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 Chapter 201, Sections 201-14 and 201-15, 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 Borough 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; (2) fees consistent with your anticipated priority code (see reverse side); and (3) Certificate of Insurance.

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: _____

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

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

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

- (1) Priority 1: Groups directly approved and financed by the Borough of Rockaway 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 Borough of Rockaway 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, to instruct children in sports or other recreational activities, 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	\$25 per hour
Lights	No charge	\$25 per hour	No charge	No charge	\$25 per hour	\$50 per hour
Rental fee	No charge	No charge	No charge	No charge	No charge	\$50 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.

Priority 6 groups MUST submit a completed "Priority 6 Application" form.

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").

WITNESSETH:

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

1.1 Organization shall maintain insurance with companies licensed to do business in the State of New Jersey and which are satisfactory to the Attorney for the Borough the following insurance:

- (a) Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring on, in or about the facility, in combined single limit amount of not less than \$1,000,000.00;
- (b) Comprehensive Automotive Liability Insurance against claims for bodily injury, death or property damage in combined single limit amount of not less than \$500,000.00;
- (c) Workers' Compensation Insurance and Employers Liability Insurance in the full statutory amount required by New Jersey law.
- (d) **All liability insurance referred to in (a) and (b) 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.**

1.2 The Borough of Rockaway shall be named as an additional insured on all policies required hereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME OF INSURANCE AGENT/PRODUCER ADDRESS CITY, STATE ZIP CODE	CONTACT NAME: NAME	
	PHONE (A/C, No. Ext): PHONE NUMBER	FAX (A/C, No.): FAX NUMBER
	E-MAIL ADDRESS: E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: INSURANCE COMPANY NAME	NAIC #
INSURED NAME ADDRESS CITY, STATE ZIP CODE	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CHI-004765561-01 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		10/31/2012	10/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X		10/31/2012	10/31/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10/31/2012	10/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REQUIRED WORDING:

All liability insurance 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.

CERTIFICATE HOLDER

BOROUGH OF ROCKAWAY
1 EAST MAIN STREET
ROCKAWAY, NJ 07866

REQUIRED WORDING

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CHAPTER 201, RECREATION

[HISTORY: Adopted by the Mayor and Council of the Borough of Rockaway 12-13-2012 by Ord. No. 24-12. Amendments noted where applicable.]

Article II. Use, Maintenance, Control and Funding of Recreation Facilities

§ 201-14. Use of recreation facilities.

- A. The Borough of Rockaway will allow use of its facilities under certain conditions and as long as said use does not interfere with the primary function of its approved programs.
- B. The priorities and fees for use of facilities are set forth below:
- (1) Priority 1: Groups directly approved and financed by the Borough of Rockaway 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 Borough of Rockaway with less than 50% 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 scoreboards as provided in Chapter A263, Fees.
 - (6) Priority 6: Outside groups or commercial enterprises, to instruct children in sports or other recreational activities, 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. [Amended by the Mayor and Council of the Borough of Rockaway 08-22-2013 by Ord. No. 16-13.]
- C. Standards for approval include:
- (1) Facilities are not available when in use by recreation programs.
 - (2) Facilities use will not be granted for commercial, profit-making or political activity, except as stated in Priority 6.
 - (3) The Mayor and Council of the Borough of Rockaway will determine the priority of an application.

- (4) The Mayor and Council reserves the right to deny an application and to withdraw permission for the use of facilities, even after permission has been granted, specifically from any organization that has willfully made misrepresentation on the application or whose members violate the rules for use of said facility.
 - (5) Permission to use a facility is not transferable.
 - (6) Permission is withdrawn on any day when the facility is closed for inclement weather, work stoppage, poor field conditions or any other emergency.
 - (7) Users must comply with all applicable statutes and all municipal ordinances and rules of the Borough of Rockaway, the Department of Health, the Fire Department and the Police Department.
 - (8) The use may not exceed the capacity of the facility used.
 - (9) The use must not involve gambling or games of chance.
 - (10) Smoking is prohibited.
 - (11) No signs, posters, advertisements or other displays may be placed on recreation property without the approval of the Mayor and Council.
 - (12) Animals are not allowed on the premises.
 - (13) No vehicle of any type may be operated in any area without permission.
 - (14) Games to be played under the lights must start no later than 8:00 p.m.
- D. 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 nonrefundable late fee of \$25.
- E. Priority 6 groups who desire to use Borough-owned facilities must submit an application that shall include the following information: [Added 8-22-2013 by Ord. No. 16-13.]
- (1) The name, address and telephone number of the organization and of the responsible person;
 - (2) Proof of a satisfactory background check conducted within the past 12 months on each employee or volunteer who will work with children;
 - (3) The type of first aid equipment to be carried to meet or exceed the standards established in N.J.A.C. 8:26, plus ice packs;
 - (4) The steps that will be taken to ensure that age or weight limits are adhered to;
 - (5) How participants will be notified if the camp is closed for the day;

- (6) A representation that the applicant understands that the Borough's determination as to whether its facilities are unplayable or otherwise unusable is final, and that no refunds will be given;
- (7) A copy of the registration form including a disclaimer in a form acceptable to the Borough Attorney waiving any liability on the part of the Parks and Recreation Advisory Committee and to the Borough of Rockaway;
- (8) A copy of the organization's Business Registration Certificate;
- (9) Proof of insurance coverage for participants, employees and volunteers; and
- (10) An insurance certificate naming the Borough of Rockaway as an additional insured. This certificate must show, at a minimum: (a) Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring on, in or about the camp, in combined single limit amount of not less than \$1,000,000.00; (b) Workers' Compensation Insurance coverage of the full statutory liability; (c) Employers Liability Insurance in the full statutory amount required by New Jersey law; and (d) Comprehensive Automotive Liability Insurance against claims for bodily injury, death or property damage in combined single limit amount of not less than \$500,000.00. All liability insurance referred to in (a), (c), and (d) 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.

§ 201-15. Sponsorship. [Added 8-22-2013 by Ord. No. 16-13.]

Outside groups or commercial enterprises requesting sponsorship by the Parks and Recreation Advisory Committee or by the Borough of Rockaway for events that will not be held on Borough-owned premises must submit an application that shall include the following information:

- A. The name, address and telephone number of the organization and of the responsible person;
- B. Proof of a satisfactory background check conducted within the past twelve months on each employee or volunteer who will work with children;
- C. The type of first aid equipment to be carried to meet or exceed the standards established in N.J.A.C. 8:26, plus ice packs;
- D. The steps that will be taken to ensure that age or weight limits are adhered to;
- E. How participants will be notified if the camp is closed for the day;
- F. A copy of the registration form including a disclaimer in a form acceptable to the Borough Attorney waiving any liability on the part of the Parks and Recreation Advisory Committee and to the Borough of Rockaway;
- G. A copy of the organization's Business Registration Certificate;
- H. Proof of insurance coverage for participants, employees and volunteers; and

- I. An insurance certificate naming the Borough of Rockaway as an additional insured. This certificate must show, at a minimum: (a) Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring on, in or about the camp, in combined single limit amount of not less than \$1,000,000.00; (b) Workers' Compensation Insurance coverage of the full statutory liability; (c) Employers Liability Insurance in the full statutory amount required by New Jersey law; and (d) Comprehensive Automotive Liability Insurance against claims for bodily injury, death or property damage in combined single limit amount of not less than \$500,000.00. All liability insurance referred to in (a), (c), and (d) 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.

CHAPTER A263, FEES

[HISTORY: Adopted by the Mayor and Council of the Borough of Rockaway 11-14-1991 by Ord. No. 23-91. Amendments noted where applicable.]

§ A263-1. Fees established.

The following fees are hereby established:

- F. Chapter 179, Parks and Recreation Areas, including the beach and tennis facilities.

- (2) Schedule of charges for use of recreation facilities: [Added 6-14-2007 by Ord. No. 11-07; amended 8-22-2013 by Ord. No. 16-13.]

	<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	\$25 per hour
Lights	No charge	\$25 per hour	No charge	No charge	\$25 per hour	\$50 per hour
Rental fee	No charge	No charge	No charge	No charge	No charge	\$50 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.

- (3) Fee for endorsement or sponsorship of an outside group or commercial enterprise by the Parks and Recreation Advisory Committee or by the Borough of Rockaway: \$100. [Added 8-22-2013 by Ord. No. 16-13.]