

Buena Vista Township

P.O. Box 605

890 Harding Highway

Buena, NJ 08310

Telephone: (856) 697-2100

Facsimile: (856) 697-8353

Mayor

Teresa Kelly

Township Committee

Steve Martinelli

David Turner

Ronnise White

John Williams

Administrator/
Township Clerk

Lisa A. Tilton

INSTRUCTIONS FOR USE OF

BUENA VISTA TOWNSHIP COMMUNITY CENTER AND RECREATION FACILITIES

Dear Applicant:

Attached you will find an application for the rental of a Buena Vista Township Recreation Facility.

The following information must be completed and returned in order for an application to be submitted to the Recreation Committee:

- _____ \$120.00 application fee (non-refundable & non-waivable).
- _____ Application must be submitted **45 days prior** to date of event.
- _____ Use of Facility Agreement signed and dated.
- _____ Certificate of Insurance with Buena Vista Township as certificate holder.

IF BASEBALL/SOFTBALL/FOOTBALL: IT IS IMPERATIVE THAT A SCHEDULE AND ROSTER MUST BE SUBMITTED ALONG WITH APPLICATION (the roster must consist of 80% Buena Vista Twp. and Buena Borough residents).

_____ Roster _____ Schedule

If you should have any further questions, please feel free to contact the Clerk's Office at 856-697-2100.

RULES AND REGULATIONS

Except as authorized by the Township Committee, the rules and regulations will be enforced by the State Police, Township employees and residents.

- 1) The park shall remain open to the public at all times during regular hours, except for specifically rented areas, as paid for on the application. This park is open and available to the public. No entrance ways may be blocked or signs posted indicating exclusive use of the park at any time.
- 2) No person shall possess, distribute or consume alcoholic beverages, without first obtaining the required permit from the State Division of Alcoholic Beverage Commission.
- 3) No person shall possess, distribute or consume drugs or narcotics in the Township park, building or recreation area.
- 4) Group/teams of ten or more persons must apply for a permit before using the Township fields, park, basketball courts, and other municipal-owned property.
- 5) No person shall drive, park, or store any vehicle, car, truck, moped, mini-bike, motorcycle, four-wheeler or bicycle on any field or open recreation area except in areas designated for that purpose, except for authorized uses by the Township Committee.
- 6) No person shall engage in any commercial enterprise, including but not limited to, offering of services, soliciting, selling or peddling any liquids or edibles for human consumption, or distribute any circulars or hawk, peddle or vend any goods, wares or merchandise within a Township park or recreation area, except when such action is approved by the Township Committee and all appropriate licenses have been issued.
- 7) No person shall fasten any bill, advertisement, pamphlet, sign, or inscription within a Township park or recreation area, without approval of the Township Committee.
- 8) The municipal park and playground is open from 8:00 a.m. to 10:00 p.m.
- 9) When using the facilities, set up and clean up is the user responsibility. Facilities must be returned to the condition in which they were found. A building maintenance worker is required for individuals/groups/organizations over 25 people.
- 10) Facilities will be opened at the requested start time on your application. Please do not call for the facilities to be opened earlier than requested.
- 11) At the time of application, proof of residency is required for resident fees. Your driver's license or tax bill can serve as required identification.
- 12) There shall be NO SMOKING as per Statutes of the State of New Jersey.
- 13) There shall be no trash or discarded cigarettes on the outside grounds. Proper containers are available for this purpose.
- 14) Damage or loss of Township property shall be reported to the Director of Public Works. Repairs or costs of replacement are the responsibility of the person(s) involved.
- 15) The Township is not responsible for personal injuries, for lost or stolen articles, nor for the actions of persons attending particular activities.
- 16) The Township Committee reserves the right to cancel any function for the needs of Parks & Recreation Programs, maintenance, repairs, weather conditions, and for the failure to abide by the established rules.
- 17) The Township Committee reserves the right to waive any fees for local non-profit organization.

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Application for Use of Buena Vista Township Community Center And Recreation Facilities

APPLICANT: _____

(Individual / Organization)

ADDRESS: _____

PERSON RESPONSIBLE:

Name: _____ Title: _____

Address: _____

TELEPHONE: (H) _____ (C) _____ (W) _____

PURPOSE: _____

DAY(S): _____ DATE(S): _____

TIME: From _____ To _____ NO. OF PEOPLE _____

*All teams must provide a schedule

Will juveniles be present? Yes ___ No ___ If Yes, what ages? _____

If juveniles will be present, the Applicant must submit the names, addresses and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served? Yes ___ No ___ If Yes, who will be serving the alcohol?

If Yes, attach a copy of the liquor license and the liquor liability policy of insurance. ___ Attached

Will an inflatable "Bouncer House" and/or any amusement equipment be rented? Yes ___ No ___

Applicant has received a copy of the *Municipality Use of Facilities Agreement* and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: _____ DATE: _____

(Signature)

APPLICATION FEE PAID: CK# _____ CASH _____ DATE: _____

NOTE: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality.

SCHEDULE OF FEES

MICHAEL DEBBI PARK

	<u>NON-RESIDENT</u>	<u>TWP. RESIDENT</u>	
MAINTENANCE FEE: 25-50 PEOPLE	\$160.00	\$125.00	
MAINTENANCE FEE: 51+ PEOPLE	290.00	225.00	
• Concession	195.00	150.00	
• Pavilion	130.00	100.00	
• Gazebo	65.00	50.00	

MARTIN LUTHER KING COMMUNITY CENTER

MAINTENANCE FEE: 25-50 PEOPLE	\$125.00	\$ 25.00	
MAINTENANCE FEE: 51+ PEOPLE	225.00	125.00	
• Large Community Room	150.00	75.00	
(with kitchen)	300.00	125.00	
• Small Conference Room (10-15 persons	50.00	0.00	

WILDER HINES PARK

MAINTENANCE FEE: 25-50 PEOPLE	\$125.00	\$ 50.00	
MAINTENANCE FEE: 51+ PEOPLE	225.00	100.00	
• Pavilion	100.00	50.00	

*A \$120.00 non-waivable and non-refundable application fee is required with all applications.

*Payment of park fees are due upon submission of application with the Township Clerk.

APPLICATION FEE RECEIVED: Date: _____ Amount: _____ Cash: _____ Check: _____

MAINTENANCE PAYMENT RECEIVED: Date: _____ Amount: _____ Cash: _____ Check: _____

FOR OFFICE USE ONLY; DATE APPROVED: _____ DATE REJECTED: _____

AUTHORIZED SIGNATURE: _____

USE OF FACILITIES AGREEMENT

Buena Vista Township, a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow:

(Individual / Organization)

Name & Location of facility(ies): _____

(hereinafter referred to as "FACILITY(IES)")

For (state purpose) _____

On the following: Day(s) _____ Date(s) _____

The above **USER** shall inspect the described **FACILITY(IES)** prior to the use and report any defective, hazardous or dangerous conditions found to Buena Vista Township and **USER** shall immediately cease the use of the **FACILITY(IES)** until such defective, hazardous or dangerous conditions are remedied. After the use if the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

Indemnification

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, experience claims or demands arising out of **USER'S** use of the named **FACILITY(IES)**, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with user for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by user, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the user.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER'S** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agent, volunteers, subcontractors or other under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER'S** policy of commercial general liability insurance, and simultaneously with the delivery of the of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this _____ day of _____, 20____.

USER

MUNICIPALITY

Witness

Witness

SCHEDULE OF INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the **MUNICIPALITY**:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars* with a minimum annual aggregate of *two million (\$2,000,000) dollars*.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said **FACILITY(IES)**.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY'S** prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.