

# Buena Vista Township

P.O. Box 605  
890 Harding Highway  
Buena, NJ 08310

## Township Committee

Aaron Krenzer  
Kurt Renart  
Ellen Testa  
John Williams

**Mayor**  
William Ruggieri

**Administrator/  
Township Clerk**  
Lisa A. Tilton

Telephone: (856) 697-2100  
Facsimile: (856) 697-8353

## APPLICATION FOR USE OF BUENA VISTA TOWNSHIP COMMUNITY CENTER AND RECREATION FACILITIES

*\* This Application is not to be used for sports teams\**

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:

- \_\_\_\_\_ \$145.00 application fee (non-refundable & non-waivable).
- \_\_\_\_\_ \$50.00 maintenance fee (per field)
- \_\_\_\_\_ 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 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, narcotics or edibles in the Township Park, buildings 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 Clerk.
- 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 of primary residence can serve as required identification.
- 12) There shall be NO SMOKING as per Statutes of the State of New Jersey and ordinances of Buena Vista Township.
- 13) Lights for fields will be prescheduled based on schedule provided, and as needed per season.
- 14) Damage or loss of Township property shall be reported to the Township Clerk. Repairs or costs of replacement are the responsibility of the person(s) involved and their insurer.
- 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 Clerk 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 Clerk 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: \_\_\_\_\_

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

TELEPHONE: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

PURPOSE: \_\_\_\_\_

DAY(S): S \_\_\_ M \_\_\_ T \_\_\_ W \_\_\_ TH \_\_\_ F \_\_\_ S \_\_\_ DATE(S): From: \_\_\_\_\_ to \_\_\_\_\_

TIME: From \_\_\_\_\_ To \_\_\_\_\_ NO. OF PEOPLE \_\_\_\_\_

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)

**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 _____
• Pavilion	130.00 _____	100.00 _____
• Gazebo	65.00 _____	50.00 _____

## MARTIN LUTHER KING COMMUNITY CENTER

MAINTENANCE FEE: 25-50 PEOPLE	\$130.00 _____	\$ 35.00 _____
MAINTENANCE FEE: 51+ PEOPLE	230.00 _____	150.00 _____
• Large Community Room (with kitchen)	155.00 _____	85.00 _____
• Small Conference Room (10-15 persons)	305.00 _____	150.00 _____
	100.00 _____	0.00 _____

## WILDER HINES PARK

MAINTENANCE FEE: 25-50 PEOPLE	\$130.00 _____	\$ 60.00 _____
MAINTENANCE FEE: 51+ PEOPLE	230.00 _____	125.00 _____
• Pavilion	105.00 _____	60.00 _____

\*A \$145.00 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: \_\_\_\_\_

OTHER FEES RECEIVED: Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Cash: \_\_\_\_\_ Check: \_\_\_\_\_

TOTAL AMOUNT RECEIVED: \$ \_\_\_\_\_

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:

**Name of Individual/Organization:** \_\_\_\_\_

**Please check box that applies:**

- MICHAEL DEBBIE PARK**
- MARTIN LUTHER KING COMMUNITY CENTER**
- WILDER HINES PARK**

**Reason for Rental:** \_\_\_\_\_

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.

## 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*.

Accidental Insurance with a minimum annual aggregate of *one hundred thousand (\$100,000) dollars*.

Additional coverage requirements include Molestation & Sexual Abuse with a minimum annual aggregate of *one million (\$1,000,000) 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.

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\_\_\_\_\_.

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**APPLICANT**

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**MUNICIPALITY**