

**TOWN OF BOONTON
RECREATION DEPARTMENT**

**FACILITY USE/RENTAL POLICY
APPLICATION PROCEDURES
APPLICATION
SEPTEMBER, 2021**

I. FACILITY USE/RENTAL POLICY

- A. The term facility shall mean all Recreational Facilities and Parks, owned by the Town of Boonton.
- B. The unregulated use of municipal facilities may result in damage to Town property, may increase maintenance costs, and may curtail the public's use of public facilities designated as available for recreational and/or social purposes. The purpose of this policy is to manage the use/rental of public facilities in a manner that preserves the Town's investment and enhances the use and enjoyment of Town residents.
- C. This policy applies to the public facilities, owned by the Town of Boonton and designated as available for recreational and/or social purposes as set forth and authorized by Chapter 205 of the Code of the Town of Boonton.
- D. The rules, regulations, privileges, limitations and prohibitions set forth in Chapter 205 of the Code of the Town of Boonton are incorporated herein by reference.
- E. In the event that this 'Facility Use/Rental Policy' conflicts with the rules, regulations, privileges, limitations and prohibitions set forth in Chapter 205 of the Code of the Town of Boonton, the language of Chapter 205 shall prevail.
- F. The consumption and/or use of alcoholic beverages on Town property is strictly prohibited, unless a Special Permission is granted for an event by way of resolution of the Mayor and Town of Boonton Town Council.
- G. All town of Boonton facilities are drug and tobacco free. The use of any type of tobacco, cannabis, or drug, including but not limited to any type of smoking, e-cigarettes or vaping, is strictly prohibited.
- H. The application process set forth herein shall be the established and required procedure for all applications requesting the exclusive use of any facilities.
- I. This policy and the application process required hereby shall apply to Town of Boonton 501C3 organizations, residents of the Town of Boonton, and shared services participants, including all recreational teams and organizations.

- J. The use of any municipally owned property or facility, to operate a business, or for any person or entity to make any profit from such rental or use, is hereby strictly prohibited.

II. APPLICATION PROCEDURES

- A. A completed and executed Facility Use Application shall be submitted by the applicant to the Recreation Department requesting the use of a Town owned facility designated as available for public use.

- B. A refundable deposit of \$100.00 shall be submitted with each event application. All applications must comply with this Policy and Application Process, and Applications shall not be accepted and permits shall not be issued without the required deposit. Applications are required and specifically directed, but not limited to, camps, civic groups, and/or any other organization wishing to utilize town owned property, parks and/or any recreational facility.

- C. Applications shall be submitted no less than fourteen (14) days prior to the event date requested. This requirement may be waived for good cause.
Applicants must include all details regarding the proposed use of the facility, the number of people expected, specifying the number of adults and number of children under 18 that will be present, the length of the event, and any outside items being brought to the facility for use during the event.

- D. Approval shall be on the basis of earliest qualified completed application received.

- E. Applicants may request multiple dates within a six month period of the date of the first event requested. Each event date shall be specifically set forth on the Facility Use Application. The required refundable deposit shall remain \$100.00 for each event request.

- F. Any user fees charged shall be set forth by resolution as reflected in Chapter 205-4, of the Code of the Town of Boonton.

- G. A fee of \$100 per hour is required for all events to be held in Town owned facilities. This fee includes wages paid to the monitor and any operating costs. Fee may be waived or reduced for a free event sponsored by a non-profit entity.
- H. For every private event held in a Town owned facility, a monitor may be present subject to the discretion of the Recreation Director. The monitor will be responsible for ensuring the facility is completely cleaned and returned to its original state by the renter prior to leaving, and that the event follows all required procedures. If a monitor is not required, the Recreation Director shall conduct an inspection and after ensuring the facility is clean and in its original condition, will return the renter's deposit. Any clean-up costs shall be deducted from the deposit, and damages in excess of the deposit shall be referred to municipal counsel for further legal action as may be necessary.
- I. Hourly charges for the use of facilities shall begin at the time set forth on the approved Facility Use Application indicating the start of the event. Appropriate time for set up and clean up must be included in the requested time. The hours available for use of all facilities are 9:00 A.M. through 10:00 P.M.
- J. Additional time may be requested by the applicant at the authorized hourly rate, based upon availability.
- K. Applicants shall comply with established and posted occupancy limits at all facilities. Said occupancy limits shall be strictly enforced.
- L. Upon the approval of the Facility Use Application, the applicant shall pay all facility use fees in full and obtain a copy of the fully executed and approved Facility Use Agreement and the Facility Use Permit from the Recreation Department. In addition, the applicant should make arrangements to pick up the key prior to the event, unless a monitor will be present.
- M. Renter is responsible for removal of all garbage. If the renter wishes the Town of Boonton to be responsible for removal of garbage, it shall be at the rate as determined by the Department of Public Works Superintendent.

III.SUPERVISION

- A. Applicants approved to use any Town facility shall ensure that there is sufficient adult supervision present at every approved event to provide security and to deter vandalism to Town property.

Youth activities shall be supervised by responsible adults at all times. The Town requires a minimum of one (1) adult of at least 18 years of age per twelve (12) children under the age of 18.

- B. Any applications for groups larger than 49 participants must receive approval from Town of Boonton Chief law enforcement officer.

MAINTENANCE PROCEDURES & INSTRUCTIONS

- C. Applicant shall be responsible for leaving Town facilities clean and orderly immediately following use. Prior to leaving the facility after an approved event, the applicant shall ensure that:
- a. The rented space including the floor, hallways, bathrooms, and kitchen are swept clean of all debris and trash.
 - b. Trash shall be placed in a plastic bag, sealed, and placed outside the facility in the trash receptacle. Countertops, tables, sinks, and floors, as well as ovens and microwaves (if used during the event), shall be cleaned with the cleaning products provided.
 - c. All trash must be removed, unless other arrangements have been agreed upon with the Recreation Director.
 - d. All toilets shall be flushed.
 - e. All tables and chairs shall be returned to their original locations.
 - f. All balloons shall be popped and thrown away.
 - g. All lights are to be turned off upon exiting the facility. Air conditioning/heating controls shall not be changed or adjusted in any fashion at any time.

- h. Applicants shall be liable for all costs incurred by the Town due to vandalism including objects stuffed in the toilets (i.e. toilet paper rolls, wads of paper, etc.)
- i. All cleaning products supplied by the Town are located in the cabinet or the kitchen cabinet of each facility. Do not leave personal cleaning supplies in the facility.
- j. Applicants shall not paste, glue, tack, tape or otherwise permanently attach any items to the interior or exterior of any Town facility. Scotch tape may be used on walls, but must be removed completely at the end of the event. Any damages found or adhesives left on facility walls shall result in the forfeiture of the facility deposit.
- k. Parking shall be restricted to designated parking areas or on the street. Please be sure not to block or park in any neighboring driveway.
- l. Applicants shall be liable for all damage to the facility as a result of vandalism or neglect by the facility user. If the cost of repairs and/or replacement exceeds the amount of the applicant's deposit, the applicant shall be billed for the balance. The Town reserves the right to bill, sue or take any measures necessary to collect any sums for the additional clean-up, alarm call(s) and/or damages to the property occurring at the applicant's event which exceeds the amount paid and/or deposited.

IV. TOWN NOISE ORDINANCE

- A. Applicants who wish to request permission to use loudspeakers, public address systems and/or amplifiers in public facilities shall so indicate on the Facility Use/Rental Application. The type of equipment shall be specifically described therein. Approval of said request shall be granted on a case-by-case basis subject to the applicant's demonstrated need, facility location, type of equipment being used, hours of facility rental, and the potential impact on other users of the facility and the neighborhood. Limitations may be attached to approvals. Applicants are advised that the use of loudspeakers, public address systems and/or amplifiers remain subject to provisions of the Town of Boonton Noise Ordinance, located at Chapter 194 of the Town Code.

V. FEE SCHEDULE & OTHER CHARGES

- A. Fee, deposits and other charges are as set forth in this Policy and in accord with Chapter 205 of the Code of the Town of Boonton.
- B. If it is determined that all or a portion of the applicant's deposit is to be retained by the Town, the applicant shall be informed in writing of the specific reason and the amount.
- C. All keys, where applicable, must be returned within twenty-four (24) hours after facility use. A late fee of \$20.00 per day will be assessed each day thereafter, and shall be deducted from the renter's security deposit.
- D. Non-profit organizations are required to file a copy of their 501c3 status confirmation letter from the NJ Secretary of State with the Recreation Department prior to the submission of any applications for the purpose of the fees to be charged.
- E. All individuals, groups, or organizations authorized to use Town owned facilities shall, as a condition precedent to provide a certificate of insurance for liability coverage identifying the Town as an additional named insured in an amount no less than \$1,000,000.
- F. Deposits will be returned only after verification by Town personnel that the facility was left in its original condition.

VI. CANCELLATION POLICY

- A. All requests for cancellation of approved facility permits shall be submitted in writing to the Recreation Department in order to be considered for reimbursement.
- B. The Town shall retain a \$50 administrative fee for cancellations requested seven (7) or more days prior to the approved event.
- C. The Town shall retain a \$75 administrative fee for cancellations requested less than seven (7) days but more than twenty-four (24) hours prior to the approved event.

- D. The Town shall retain 100% of the total event fee or deposit paid fee for cancellations requested twenty-four (24) or less hours prior to the approved event. In no event shall the fee retained by the town be less than \$50.
- E. The Town shall retain 100% of the total event fee and deposit if the event is not cancelled in writing but is not held.
- F. The Town reserves the right to suspend and/or revoke an applicant's privilege of using Town facilities for failure to use a facility for which a permit was approved. The Town may cancel approval for the use of a Town facility for any reason.
- G. The Town reserves the right to use facilities for Town or Town sponsored activities, and as such, may cancel or relocate a group's use of facility.
- H. The Town reserves the right to prohibit, rescind, or change the use of facilities, and this policy, regardless of prior approval for use. Whenever practical, reasonable notice will be provided.

VII. LEGAL RESPONSIBILITY/LIABILITY

- A. Applicants shall be responsible as set forth in the Indemnity & Hold Harmless Agreement below.
- B. Applicants shall execute an Indemnity & Hold Harmless Agreement and submit same along with the Facility Use/Rental Application. The applicable shall not otherwise be considered complete.

VIII. ADDITIONAL GENERAL POLICIES

1. Applicants shall not alter, modify, reduce, enlarge, adapt or change any Town facility for any purpose. Applicants may request change to a town facility to facilitate a program or an organization's use. A formal request and plan shall be submitted to the Recreation Department. The request shall be transmitted to the Town Administration, who will approve or deny the request.
2. No person shall disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit issued by the Recreation Department.
3. Applicants shall insure that youth program adults who work with children under the age of 18 complete background checks. Proof of compliance shall be furnished to the Recreation Department no later than 2 weeks prior to the event. Failure to comply will result in the canceling of the permit.
4. Applicants must have the approved Facility Use Permit during the scheduled facility use.
5. Residents are not permitted to "sponsor" a non-resident, group, club or other organization.
 - a. The person, group or organization that is using the facility must be the applicant.
 - b. An individual that is a member of a non-profit organization and using a Town facility for private use must submit the Permit Application accordingly, not as a member of the non-profit organization.
6. Applicants must be at least 21 years of age.



100 WASHINGTON STREET
BOONTON, NJ 07005
973-402-9410

HOLD HARMLESS AGREEMENT

(to be signed by organizations using municipal facilities)

BETWEEN THE TOWN OF BOONTON

AND

Name of Organization Using the Facility

Address of the Organization (Not Post Office Box)

Telephone Number of the Organization

Type of Organization (Individual, Partnership, Non-Profit Corp., Corporation, Public Entity)

In consideration of the use of _____

on the following dates _____

for the purpose of _____

the undersigned agrees to defend, indemnify and hold the Town of Boonton and its officers, agents, officials and employees (collectively the "Town ") harmless from any and all liability, suits, actions, claims, costs, expense, damages and/or attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless Agreement also requires that the Town be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to.

Unless waived in writing by the Town, I agree to furnish a Certificate of Insurance specifically naming the Town of Boonton as additional insured providing general liability coverage including bodily injury and property damage with minimum limits of liability not less than amount indicated (X) below:

_____ \$1,000,000

In order to induce the Town to accept this hold harmless agreement, the following information concerning the intended use of premises is furnished.

- a. Alcoholic beverages (will) or (will not) be served.
- b. Total number of persons anticipated_____.
- c. Total number of minors (under 18) anticipated _____.
 - c.1.Total number of supervising adults anticipated _____.
- d. Live entertainment (will) or (will not) be provided.
 - d.1. Type of entertainment and company that will be providing entertainment _____.
- e. Other_____.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

This Agreement shall be binding upon the respective heirs, executors, administrators, and successors of the parties hereto.

The rights and obligations of the parties hereto will continue until the earlier of: (1) so long as the Town is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative, that results from, or arises out of, the undersigned's use of the property referred to above; or (2) the termination of this Agreement in writing signed by both the Town and the undersigned.

This Agreement may only be amended by a written document signed by both the Town and the undersigned.

The municipality reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this _____ day of _____, 20 _____ as the binding act in deed of

Name of Organization

Authorized Signature

WITNESS

Print Authorized Name & Title

Use of Facility Request Form TOWN OF BOONTON

Recreation Department 100 Washington Street

Boonton, New Jersey 07005(973)263-2110

Email: rec@boonton.org

Hours: Monday-Friday 8:30 am-4:00 pm

Name of
Applicant _____

—

Address of Applicant

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email: _____

Date of Birth _____

1. Name of Organization (i.e. Athletic team, Girl Scouts, church, etc.):

Address of Organization: _____

Contact Phone Number for Organization: _____

Contact Email for Organization: _____

2. Are you a Boonton Based 501 C3 organization? YES NO

(Groups must supply the Town with a copy of your State issued 501C3 status confirmation letter)

3. Facility to be utilized:

4. Type of Event/Name of Event: _____

5. Date of Event: _____

Day(s) of Week (if more than one day event):

Hours of Event: _____

6. Hours of actual facility use, including set up and break down (all events must conclude by 10PM)

7. Number of persons attending event (minimum of 1 adult per 12 children required):

Adults _____ Children _____

8. Outside materials being utilized within the facility (i.e. tables, chairs, balloons, etc.):

10. Special equipment to be used (i.e. sound system, sterno set ups, crock pots, inflatable bounces, etc.): _____

11. Will there be an admission fee charged? Yes___ No___

11.a. Amount of admission, fee, or donation to be charged (if any): _____

12. Will you be selling items at the event? Yes___ No___

12.a. What type of items will be sold?

Please specify the disposition of the proceeds, if any:

I have read and understand the policies and procedures stated above:

Applicant Signature _____ Date _____

-

(For internal use only)

Date Received: _____

Recreation Reviewed and Approved _____

Date: _____

Police review required? (if occupancy exceeds 50 people) Yes No

Police Reviewed and Approved: _____

Date: _____