



Borough of Chatham

MUNICIPAL BUILDING
54 FAIRMOUNT AVENUE
CHATHAM, NEW JERSEY 07928

Attn. Recreation

communityservices@chathamborough.org – (973) 635-7066

RESERVATION FOR FACILITY USE & APPLICATION PERMIT

THE HOLD HARMLESS AGREEMENT must be completed and RETURNED WITH THIS APPLICATION along with the PROPER CERTIFICATE OF INSURANCE.

Name: _____
(Applicant – Organization or Individual, as applicable)

Address of Organization: _____

Contact Person: _____

Telephone: _____ Email: _____

FACILITY REQUESTED:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Cbfd Commons Rm. | <input type="checkbox"/> Garden Park | <input type="checkbox"/> Lum Front/Turf | <input type="checkbox"/> Memorial Park |
| <input type="checkbox"/> Reasoner Park | <input type="checkbox"/> Shepard Kollock | <input type="checkbox"/> Stanley Center | <input type="checkbox"/> Stanley Park |

AREA REQUESTED:

- | | | | |
|--|---------------------------------------|---|---------------------------------|
| <input type="checkbox"/> All Purpose Field | <input type="checkbox"/> Ball Diamond | <input type="checkbox"/> Basketball Court | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Picnic Area | <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Kelly's Pond BBQ | |

TYPE OF EVENT: _____

EVENT DATE: _____ TIME: _____ ESTIMATED ATTENDANCE: _____

Authorized Signature: _____

Printed Name: _____

Title/Position (if any): _____

If applicant is applying on behalf of an organization, applicant warrants that he/she has authority to bind the organization listed above. If applicant does not have such authority, or if no organization is involved, applicant agrees that this application is made on his/her own behalf and is binding on applicant.

OFFICIAL USE ONLY

Date Received: _____ Received by: _____

Comments: _____

Approved Denied ADMINISTRATOR: _____ DATE: _____

FACILITY USE QUESTIONNAIRE

Attach additional sheets as necessary, including Certificates of Insurance, plans, maps and advertisements if public.

For all users and any vendor that a user may bring in for any of the following purposes, note that a Certificate of Insurance must be received from both the user and the vendor(s) naming the **Borough of Chatham, 54 Fairmount Ave, Chatham NJ 07928** as additionally insured. The Description of Operations must specify that the "Borough of Chatham is included as additional insured solely for liability arising out of the operations of the named insured, where required on the Facilities Use Form/Application." The specific date(s) of the event must also be included on the Certificate(s).

Will tents be utilized for this event: Yes No

If so, how many: _____ Size: _____ Installation By: _____

*All tents must be properly weighted.

Will a portable stage be utilized/rented: Yes No

If so, supplier's name: _____ Telephone: _____

Please also provide a map outlining the potential placement including dimensions and the vendor's Certificate of Insurance.

Will there be tables and/or chairs used/rented: Yes No

If so, how many: _____

Will fencing, barriers, and/or barricades be needed: Yes No

If so, supplier's name: _____ Telephone: _____

Please also provide a map that outlines placement.

Will there be portable toilets: Yes No

If so, supplier's name: _____ Telephone: _____

Please also provide a map outlining potential placement and the vendor's Certificate of Insurance.

Will there be inflatable devices, amusements: Yes No

If so, supplier's name: _____ Telephone: _____

* Note that Supplier's Certificate of Insurance, Department of Community Affairs Permit per amusement, Signed Supplier and Purchaser contract, Supplier's hold harmless, diagram showing placement, and copies of the device certificates must be provided for approval.

Will there be signs placed advertising the event: Yes No

If so, please provide a map of locations where signs will be placed. All signs must be removed following the event.

Will equipment be on sight overnight: Yes No

If so, please explain:

Will there be live music or entertainment:

Yes

No

If so, please provide details including a timeframe:

If you will be selling or serving food and or alcohol, please provide details:

If you will be cooking or grilling on site, please provide details. Note only charcoal grills are allowed and a Fire Permit is necessary. A map of potential placement must be provided. Please also explain how the charcoals will be extinguished and disposed of following:

Please list all event sponsors:

Please provide a plan for cleaning and disposing of all refuse from the event. Note that all trash must be disposed of offsite:

FACILITIES USE RULES & REGULATIONS:

Unless authorized by the Borough of Chatham, as appropriate, in accordance with §195-19 of the Borough Code, the possession or consumption of alcoholic beverages upon or in Borough facilities is prohibited.

1. The Applicant is deemed to be the responsible person for the permitted event and must be present to supervise the permitted event during the entire time the Borough facility is in use. Applicant must always have an approved copy of the permit in their possession during the permitted event.
2. All Borough facilities must be left clean, and all trash removed from the facility following the permitted event.
3. Only charcoal grills shall be permitted. Grills shall not be placed under shade structures and must be extinguished before departing the Borough facility.
4. Do NOT Park overnight.
5. When using Shepard Kollock Park, park only in the lot off of Henderson Road. Do NOT Park on Parrot Mill Road.
6. Do NOT permit dogs on the playing fields or playground areas.
7. Do NOT use the playing fields when it is raining, lightening, or when the fields are wet or in any other condition which may result in damage from normal use.
8. Dirt may not be taken from one field to another.
9. All tents must be sufficiently weighted against wind and other elements.
10. For use of the Fire House Commons Room, Stanley Center, and Kelly's Pond, the following applies:
 - a. Individuals signing on behalf of an organization must agree to be personally responsible for any damage to either the facilities or the equipment.
 - b. The room/area must be left in as good condition as when taken over.
 - c. In the event that, during use of the room/area, there are conditions that are apparent, they should be reported immediately, in writing, to the Department of Community Services, Attn. Recreation.
 - d. The use of the Commons Room is limited to only non-profit Borough organizations or service organizations.
 - e. Stanley Center uses are regulated by the Borough fee schedule.
 - f. If applicant requests to use a key, a signed receipt is required. Key distribution will be at the discretion of the Community Services Department. The key must be promptly returned following the end of the facility use. Key duplication is strictly prohibited.
 - g. Swimming, skating, and entering the water at Kelly's Pond is strictly prohibited.
11. The Applicant hereby agrees that it may not use a Borough facility for any purpose other than the type of event described above. The Applicant further agrees to all restrictions and instructions given by the Borough, whether written or oral. The Applicant shall not use a Borough facility for any unlawful purpose, nor for any purpose inconsistent with the purposes of the Borough or in any way which shall constitute a nuisance, damage, or waste the Borough facility in any way, or obligate the Borough in any way. Failure to abide by the rules set forth herein and any special conditions of the permit can result in immediate loss of permit privileges and event cancellation.
12. The grant of permission to use a Borough facility shall not constitute a tenancy of any kind. This permission may not be assigned by the Applicant in whole or in part.

13. The Applicant hereby agrees to defend, indemnify, and hold harmless the Borough, its elected and appointed officers, employees, volunteers, and agents, individually and collectively, from and against any and all damages, costs, losses, claims, actions, demands, expenses, liability or judgements, including, without limitation, reasonable attorney fees and costs, arising out of or resulting from the undersigned's use or occupancy of a Borough facility.
14. The Borough of Chatham must be named as an additional insured on a Certificate of Insurance, with minimum coverage and requirements as follows, and dated for the event:
 - a. General Liability \$1,000,000
 - b. Automotive Liability \$1,000,000
 - c. Worker's Comp Coverage STATUTORY; Coverage B \$1,000,000
 - d. Certificate(s) of Insurance must be received upon request.
 - e. Insurance must remain in force for the duration of the 24-hour day and the certificate must reflect coverage effective for the appropriate appearance times.
 - f. **FOR STANLEY CENTER RENTALS** the posting of a cash bond of \$500.00 running in favor of the Borough and protecting and ensuring that the location will be left post the event in satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Borough ordinances, and rules and regulations will be followed. Upon completion of the event the Borough will return the bond if there has been no damage to public property or public expense caused by the event rental.
15. The Borough reserves the right to require the applicant to provide, at its own expense, security personnel, sanitation equipment and facilities, or other services necessary to guarantee the public health and welfare.
16. Permits are subject to cancellation if the approved event is pre-empted by a scheduled Borough event.
17. Permits may be revoked at the discretion of the Chatham Borough Police Department.
18. Applicable fees should be made payable to the Borough of Chatham.
19. Applications are to be submitted to:

Chatham Borough
 54 Fairmount Avenue
 Chatham, New Jersey 07928
 Attn: Recreation

Or communityservices@chathamborough.org

I agree to comply with all the stated rules and regulations. I also understand and agree that failure to comply with the states rules and regulations may result in the denial or revocation of the permit.

Authorized Signature: _____

Date: _____



Borough of Chatham
54 FAIRMOUNT AVENUE
CHATHAM, NEW JERSEY 07928

HOLD HARMLESS AGREEMENT – CHATHAM BOROUGH

1. DEFINITIONS

“I/we, me, my” shall mean

INDIVIDUAL

Name: _____

Address: _____

Telephone: _____

Email: _____

ORGANIZATION (if applicable)

Person Responsible: _____

Organization Title: _____

Organization Address: _____

Organization Telephone: _____

“You/Yours” shall mean the municipal corporation known as the Borough of Chatham, its agents, servants, employees, or contractors.

2. GENERAL INFORMATION

Date _____, _____

Site: _____

Hours site is needed:

_____ AM PM to _____ AM PM

Activity to be held (describe in detail):

3. I sign this Hold-Harmless as my voluntary act and by this act claim agree to hold the Borough of Chatham Harmless and indemnify the Borough of Chatham from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of

- a. Borough of Chatham; (applicable only if the user of the site is a Corporation)

- b. Any guest, invitee, licensee, visitor, or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the date above.
4. I state the activity listed above will NOT include the consumption of alcoholic beverages, but should any person described in Paragraph 3(b) consume alcohol or allow or permit others to consume alcohol then I agree to be bound to the terms of Paragraph 5 below.

Applicable Not Applicable

5. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to the Borough of Chatham related to the use of the site listed above:
- a. That I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all person involved in the activity described above including but not limited to those persons described in Paragraph 3(b);
 - b. To acknowledge by the signing of this Hold-Harmless that the Borough of Chatham has no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that the Borough of Chatham in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages at the site on the date listed above;
 - c. That I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Borough of Chatham property;
 - d. To comply with all Municipal Ordinances related to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.
6. I also agree that where the municipal officer signing this Hold Harmless on the Borough's behalf feels I should provide to the Borough of Chatham a Certificate of Insurance and proof of existing "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this Paragraph is applicable to the activity listed above.

Applicable Not Applicable

7. I also agree that I am obligated to reimburse the Borough of Chatham for all reasonable attorney's fees incurred by the Borough of Chatham to enforce the terms of this Hold-Harmless or to defend the Borough of Chatham 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 at MY sole cost and expense pursuant to this Hold-Harmless.

8. LEGAL SIGNATURE

a. Individual _____

On behalf of _____ (Organization)

_____ (Corporation)

Title _____

b. Municipality _____

Title _____