

Borough of North Caldwell
141 Gould Avenue
North Caldwell N.J. 07006
973.228.6410 x116

*Please review the checklist below fulfilling all sections to be in compliance with the Borough Ordinance No. 17-2007. The checklist must be completed and signed off on before any field assignments are scheduled. **Do not submit without ALL documentation attached. All Bylaws and finances must be submitted new every year. If the application is incomplete when submitted, it will be returned.*

Field Use Application: _____

Updated Insurance: _____

Organization Bylaws: _____

Finances: _____

Roster: _____

Hold Harmless: _____

Name of Organization: _____

Submitted by (Print Name): _____ **Title:** _____

Cell Phone #: _____ **Email:** _____

Signature: _____

(official use only)=====

Reviewed by:

Recreation Director _____ Date: _____

Borough Administrator _____ Date: _____

Council Liaison: _____ Date: _____

Approved: _____ Not approved: _____

Comments: _____

Revised 8-8-2012

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NORTH CALDWELL RECREATION DEPARTMENT

141 GOULD AVENUE
NORTH CALDWELL, NJ 07006
973-228-6410
Fax 973-228-2914

APPLICATION FOR FACILITY USE

NAME OF ORGANIZATION: _____

PERSON IN CHARGE: _____ TITLE: _____

ADDRESS OF PERSON IN CHARGE: _____

EMAIL ADDRESS: _____ CELL #: _____

HOME PHONE: _____ WORK #: _____

TYPE OF EVENT: _____

FACILITY REQUESTED (PLEASE CIRCLE)

FIELDS: FIREMANS – LIBERTY – MAGNUSSON – MOUNTAIN

DATE(S) of EVENT-Please include (RAIN DATES)

TIME(S) of EVENT

NUMBER OF PERSONS EXPECTED TO PARTICIPATE:

_____ to _____

IT IS HEARBY UNDERSTOOD AND AGREED THAT, IF THIS APPLICATION IS GRANTED, THE UNDERSIGNED WILL ASSUME RESPONSIBILITY FOR THE PRESERVATION OF ORDER AND ASSUME LIABILITY FOR ANY DAMAGE TO, OR LOSS OF PROPERTY THAT MAY RESULT FROM THIS USE, FOR THE DUE OBSERVATION OF ALL REGULATIONS OF THE BOROUGH OF NORTH CALDWELL, AND IN EVIDENCE OF SAME HERewith ATTACHED IS AN EXECUTED HOLD HARMLESS AGREEMENT AND CERTIFICATE OF INSURANCE, NAMING THE BOROUGH OF NORTH CALDWELL AS AN ADDITIONAL INSURED.

SIGNATURE OF APPLICANT: _____ Date: _____

PRINT NAME: _____

=====

FOR OFFICE USE ONLY:

APPROVED BY: _____ Date: _____

DENIED BY: _____ Date: _____

REMARKS: _____

BOROUGH OF NORTH CALDWELL

HOLD HARMLESS AGREEMENT

1. DEFINITIONS

"I/we me/my" shall mean

Individual

Name: _____

Address: _____

Phone No.: _____

Work No.: _____

Organization (if applicable)

Name: _____

Authorized Representative / Title: _____

Address: _____

Phone: _____

"You/Yours" shall mean the municipal corporation known as the Borough of North Caldwell, its agents, servants, employees, officials or contractors.

2. GENERAL INFORMATION

Date _____, _____

Site _____

Hours Site is Needed

_____ a.m. / p.m. to _____ a.m. / p.m.

Activity to be Held (describe in detail)

3. I sign this Hold-Harmless as my voluntary act and by this act agree to hold You harmless and indemnify You from any claims, suits, or other actions of any nature arising from, caused by, or which are the alleged result of any act or omission of
- (a) You;
- (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 listed above.
4. I state that 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 by the terms of Paragraph 5 below.
5. I state that if the activity listed above will include the consumption of alcoholic beverages, that because of such consumption I have the following additional duties to You 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 persons 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 You have 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 measurer to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages in the site and 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 Your property;
- (d) to comply with all Municipal Ordinances relation 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 Your behalf feels I should provide to You 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 You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself 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 sold cost and expense pursuant to this Hold-Harmless.
8. I represent that if I am signing this document on behalf of an organization, I have been authorized by the organization to sign this document on its behalf.

9. **LEGAL SIGNATURE**

(a) Individual _____ OR

(b) on behalf of _____
(Organization)

Name and Title

Title _____

Witness _____

Date _____

(c) Municipality _____

Title _____

Witness _____

Date _____

INSURANCE REQUIREMENT

Use of Borough's Facility by Outside Organizations

Outside organizations, include those groups, committees, associations, clubs, individuals or organizations whose functions or activities are **NOT** sponsored, controlled or regulated by the Borough. Outside organizations are **NOT** covered by the Borough's insurance. Therefore, when an outside organization requests the use of the Borough's fields or facilities, it must provide:

- (a) A Certificate of Insurance showing minimal limits of \$1 million dollars per loss for general liability. In addition, this Certificate must name the Borough of North Caldwell as an additional insured. This Certificate of Insurance must be provided to the Borough before the Borough will grant the use of its fields or facilities.
- (b) The outside organization should be required to sign a "Hold Harmless" Agreement which protects the municipality from any liability which may occur during the time the facilities are being used.

Groups to whom the municipality grants formal approval under a field or facility use permit are required to sign a Hold Harmless Agreement, holding harmless the municipality from any and all liability which may occur during the time they are using the facility. In addition, they are required to provide a minimum of \$1 million per loss liability insurance, naming the Borough as additional insured.

Coverage limits in excess of the minimum amount shown above may be required if, in the Borough's judgment, the special event warrants higher coverage.

BOROUGH OF NORTH CALDWELL

POLICY FOR THE PLACEMENT OF ADVERTISING BANNERS ON BOROUGH PROPERTY PURSUANT TO THE CODE OF THE BOROUGH OF NORTH CALDWELL 71-12

The Code of the Borough of North Caldwell, 71-12, prohibits any sign, plaque or advertisement to be erected or posted on any public land, fence or building of the Borough, including parks and playground areas, unless otherwise authorized by the Borough of North Caldwell. Request for approval must be presented prior to the date of the event. Permission will be granted under certain terms and conditions. Those terms and conditions are as follows:

Application for approval to place advertising banners on borough property is reviewed for a recommendation for approval by the Recreation Committee of the Governing Body. Approval shall be in the discretion of the Governing Body, by Resolution.

Location and placement of applicant's banner must be approved by designated borough employee prior to displaying.

Banners may not be any bigger than 36 inches x 72 inches and must contain a minimum of 4 metal grommets at each corner with openings or perforations in order to allow the passage of wind.

The applicant shall provide a color proof rendering of each banner for approval of content and design by the Recreation Committee of the Governing body.

Banners including political, religious, tobacco, alcohol or firearm related messages, or promoting such organizations or individuals, will not be permitted.

Banners may only be affixed to fencing utilizing plastic zip ties.

Approved banners may be displayed no earlier than 30 minutes prior to the scheduled start and must be removed at the conclusion of the event game, tournament, or event. All banners must be removed by the organization being permitted to place said banners at the conclusion of the permit period. Any banners not removed by the deadline date, shall be removed by the Borough, and immediately discarded.

Time Period	Liberty Large Field Hockey / Lacrosse / Large Soccer field	Liberty Field Baseball / Small Soccer Field	Firemen's Field	Magnusson Field	Mountain Field	Walker's Park
Up to 1 Hour	\$100.00	\$75.00	\$75.00	\$75.00	\$75.00	\$100.00
Up to 2 Hours	\$175.00	\$100.00	\$110.00	\$100.00	\$100.00	
Up to 4 Hours	\$350.00	\$200.00	\$200.00	\$175.00	\$175.00	
Up to 8 Hours	\$650.00	\$400.00	\$400.00	\$350.00	\$350.00	
Weekly Rental, 4 or 5 days (4 hours per day)	\$1,200.00	\$750.00	\$750.00	\$650.00	\$650.00	
Weekly Rental, 4 or 5 days (8 hours per day)	\$1,800.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00	
Note: Light Fee – additional \$25.00 per hour (billed by 30-minute increments, minimum 2-hour usage requirement)						