

Borough of Audubon



Telephone (856)547-0711

Fax: (856) 546-4749

606 W. Nicholson Road

Audubon, NJ 08106

FACILITY USE APPLICATION AND AGREEMENT

1. Facility to be used: (Please circle one) (A Facility Use Application must be completed for each facility once per year.)

Senior Center: First Floor Meeting Room (Left)

Senior Center: First Floor Meeting Room (Right with kitchen)

Green Wave Field: Softball Fields

Green Wave Field: Softball Building

Green Wave Field: Soccer Fields

Basic use of the facility is: _____

2. Any extra costs as per schedule below will be borne by User

Custodial fee - \$ _____ per hour.

Any damage will be assessed and charged as per cost incurred.

3. Sponsoring Organization:

Contact Name: _____

Address: _____

Best Contact #: _____

Date of Application: _____

4. Date(s): _____

Type of Event: _____

Hours of use: _____ to _____.

Will this request require any services (as per #2 or specialized use? YES or NO

5. All prospective users must contact the Borough for approval prior to using any Borough facilities. Please forward completed applications to Danielle Ingves at d.ingves@audubonnj.com or fax to 856-546-4749. If you have any questions about scheduling, please call 856-6547-0711. (A conference with the Borough Administrator may be required for any users and fee assessment.)
6. User agrees that is will indemnify, hold harmless and defend the Borough of Audubon, its officers and employees, against, any and all demands, claims, damages, fees, cots, liabilities of any kind (including but not limited to attorney's fees) arising out of any liability for injury or damage to persons directly or indirectly from their participation in the User's use of the Borough's facility, regardless of whether such use was authorized or not and regardless of whether the liability or claim of liability arises out of the act or omission of User.
7. The Borough reserves the right to cancel the Agreement or terminate the use for any reason. The Borough also reserves the right to relocate the event to an alternate venue without notice. Under circumstances of event cancellation by the Borough, our liability is limited to repayment of the deposit received, if any. The Borough is not liable for any other costs or damages incurred by Users.
8. Lights at Green Wave Field: Lighting is controlled by the Borough and is scheduled in coordination with the requesting agency/user and the schedule in which they submit. (Lights will be scheduled on game nights for two hours and thirty minutes. Lights will go out at 9:00 am for practice only nights.)
9. All Users are expected to advise the Borough of an event cancellation, (i.e. practice, game or any other scheduled event INCLUDING the need for lights at any of the facilities listed.) If 24-48 hours' notice is possible, please contact the Borough at 856-547-0711 or email d.ingves@audubonnj.com. If the event is cancelled the day it is scheduled and/or after office hours, please contact our on call line at 609-820-0104.
10. **Addressing the Protection and Safe Treatment of Minors** USER verifies and asserts that all activities conducted at the FACILITY (IES) shall be in full compliance Under New Jersey law (N.J.S.A. 9:6-8.21) and the Borough of Audubon's Protecting Children Policy applicable to sports leagues and recreation programs which can be reviewed at:

[https://www.nj.gov/DCF/reporting/links/#:~:text=9%3A6%2D8.21\),&text=Any%20person%20having%20reasonable%20cause,CP%26P\)%20by%20telephone%20or%20otherwise.](https://www.nj.gov/DCF/reporting/links/#:~:text=9%3A6%2D8.21),&text=Any%20person%20having%20reasonable%20cause,CP%26P)%20by%20telephone%20or%20otherwise.)
11. **COVID 19: USER** verifies and asserts that all activities conducted at the FACILITY (IES) shall be in full compliance with the CDC Guidelines, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to sports leagues and recreation programs which can be reviewed at:
http://nj.gov/infobank/eo/056murphy/approved/eo_archive.html

All Users are required to maintain the following, in addition to any insurance required by law:

INSURANCE: Sponsoring Organization shall maintain the following insurance coverage, as specified below, with a company or companies licensed or otherwise authorized to do business in the State of New Jersey.

General Liability for Bodily Injury, Personal Injury and Property Damage with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 Annual Aggregate.

If participants are excluded, the Organization must supply evidence of sports accident coverage with a minimum of \$100,000 per accident.

If the Organization has employees, the following insurance must also be maintained:

1. Workers' Compensation in accordance with the statues of the state of NJ including employer's liability coverage of \$1,000,000
2. Automobile Liability for all owned, hired and non-owned vehicles with a minimum combined single limit of \$1,000,000.

The following shall be Additional Insureds with respect to the general liability policy. Borough of Audubon, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers must be held harmless by the Borough.

The general liability coverage shall be primary to the Additional Insured, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing of excess.

The sponsoring organization shall not be permitted to utilize the premises until it has submitted a Certificate of Insurance evidencing such insurance coverage to the Borough. Certificate must show evidence that the General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy, if applicable.

A copy of the additional insured endorsement must be attached to the certificate.

12. The Use is responsible for the care of the facilities during the event, which includes general clean up after the event including all trash. General maintenance is the responsibility of the Borough. The Borough expects the facilities to be in the same condition as prior to the event. If facilities are abused and/or damaged during an event, the Borough may pursue compensation form the Use for repair and/or replacement. If damage is done during the event, the contact person stated on this form must contact the Borough immediately at 856-547-2525.
13. The Borough assumes no liability for theft or damage to attendees' vehicles or property while parked on our property.

RULES AND REGULATIONS FOR USE OF THE PREMISES OUTDOOR FACILITES

1. The premises shall be used only for practice and playing of the organization's recreation/sports activity and for no other purposes.
2. No permanent buildings or structures of any type may be erected on the premises without securing Borough permission.
3. No fires shall be kindled on the premises.
4. The organization shall not permit the accumulation of any garbage or debris produced by its activities to remain on the premises. Please deposit any debris in the dumpster located at the front of the field.
5. No excavation shall be made or in, nor earth removed from, or fill added to the premises.
6. Smoking shall be prohibited in all facilities, including all areas adjacent to such facilities, including, but not limited to, parking areas, driveways or drive aisles.
7. In the event of an emergency while utilizing the premises, please contact:

AUDUBON POLICE DEPARTMENT 856-547-1171 or 911

By signing below, the organization agrees to obey all rules, regulations and ordinances and to be responsible for the condition and maintenance of the facility and proper behavior of guests. The organization will be totally and solely responsible for any damages done to the facility. A representative from the organization will be in attendance at all events and for the duration of the events. To the fullest extent permitted by law, we agree to defend, pay on behalf of, indemnify, and hold harmless the Borough of Audubon, appointed and elected officials, its agents and volunteers and others working on behalf of the Borough of Audubon against any and all claims, demands, suits, or loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Borough of Audubon, its elected officials, its agents, employees, volunteers or others working on behalf of the Borough of Audubon, by reason of personal injury including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

By signing below, we agree to follow all CDC, DOH, and State COVID-19 guidelines.

The undersigned certifies that (s)he is authorized to sign this agreement on behalf of the user/sponsoring organization and acknowledges and accept the terms and conditions herein and attached hereto.

APPLICANT NAME (PRINT)	APPLICANT SIGNATURE	DATE
PRINT NAME (Borough Rep.)	SIGNATURE	DATE

BOROUGH OFFICE USE ONLY:

CONFLICT -- NEEDS TO BE RESCHEDULED

NO CONFLICT

(CONTACT OFFICE FOR MORE INFORMATION 856-547-0711)

SPECIAL FEES: _____

CERTIFICATE OF INSURANCE RECEIVED AND APPROVED ON: _____

HOLD HARMLESS AGREEMENT

(To be signed by individuals/organizations using Audubon Senior Center)

BETWEEN THE BOROUGH OF AUDUBON AND

Name of Individual or Group renting the facility (hereinafter referred to as "Renter")

Address

Home & Cell Phone Numbers

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

In consideration to the use of the Audubon Senior Center and/or Green Wave Field on the following date:
_____ for the purpose of _____ the undersigned
agrees to indemnify, and hold harmless the Borough of Audubon, its elected and appointed officials, its agents,
employees and volunteers and others working on behalf of the Borough of Audubon against any and all claims,
demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or
recovered against or from the Borough of Audubon, its elected officials, its agents, employees, volunteers or others
working on behalf of the Borough of Audubon, by reason of personal injury, including bodily injury or death and/or
property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this
contract.

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

The municipality reserves the right to cancel or interrupt the event if the representations set forth herein 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_____.

Authorized Signature of Renter

Borough Representative

REVISED JANUARY 2022