

**PEMBERTON BOROUGH  
RECREATION**

**RENTAL POLICIES  
PROCEDURES  
AND  
APPLICATION**

# BOROUGH OF PEMBERTON

Recreation  
50 Egbert Street  
Pemberton, NJ 08068

609-894-8222 x5

[rwall@pemberton.comcastbiz.net](mailto:rwall@pemberton.comcastbiz.net)

## FACILITY

Mill Creek Park	_____	
Ball Field	_____	
Gym	_____	(Max Occupancy 370)
Classroom 1	_____	(Max Occupancy 36)
Classroom 2	_____	(Max Occupancy 36)

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1. Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

2. Name of Organization (i.e. Girl Scouts, Church etc.): \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Organization Phone: \_\_\_\_\_

Organization Email: \_\_\_\_\_

3. Are you a non-profit organization?                      **YES**                      **NO**

4. Type of Event/Event Name: \_\_\_\_\_

5. Date(s) and Time of Event(S): \_\_\_\_\_

Day(s) of week, if long-term use:                      **Sun**   **Mon**   **Tues**   **Wed**   **Thurs**   **Fri**   **Sat**

6. Number of people attending:                      Adults \_\_\_\_\_                      Children \_\_\_\_\_

7. Number of chaperones (1 per 12 children): \_\_\_\_\_

8. Additional facilities requested:

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9. Special Equipment to be used (i.e. sound system, crock pots, inflatable bounces, popcorn machine, etc.):

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10. Will there be an admission fee?      YES      NO

11. Will you be selling items at the event?      YES      NO

If yes, what items are you selling?

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12. Any other pertinent information:

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13. Are you renting a portable bathroom?      YES      NO

If YES, please provide the Company Name, address and phone number:

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## **I. BUILDING/OUTDOOR FACILITY RENTAL POLICY**

- A. The unregulated use of municipal property may result in damage to Borough property, may increase maintenance costs, and may curtail the public's use of public buildings designated as available for recreational and/or social purposes. The purpose of the policy is to manage the use/rental of public buildings and outdoor facilities in a manner that preserves the Borough's investment and enhances the use and enjoyment of Borough buildings by our residents.
- B. This policy applies to all public property (structures, parks, sports fields and other outdoor public recreational facilities) owned by the Borough of Pemberton and designated as available for recreational and/or social purposes.
- C. The rules, regulations, privileges, limitations and prohibitions are set forth herein.
- D. The consumption and/or use of alcoholic beverages on Borough property is strictly prohibited.
- E. Smoking tobacco products on Borough property is strictly prohibited.
- F. The use of Cannabis on Borough property is strictly prohibited.
- G. The application process set forth herein shall be the established and required procedures for all applicants (groups and/or individuals) requesting the exclusive use of Borough owned buildings and/or outdoor facilities designated for public use.
- H. This policy will facilitate the management and preservation of the buildings and outdoor recreational facilities designated as available for recreational and/or social purposes and the scheduling of events.
- I. Approved applications shall not be sublet, transferred, or conveyed in any fashion to any individual, team, group or league.
- J. Applicants shall report any and all issues, concerns, and damage to any recreational facility within 24 hours of use except those emergent matters which shall be reported immediately.
- K. The Borough of Pemberton shall not be responsible for any equipment, supplies, materials, furniture, paperwork, etc. that has been left at any facility.
- L. Applicants using facilities shall be liable for all damages to Borough property and shall reimburse the Borough for all costs of repair and/or replacement (including labor)

## **II. APPLICATION PROCEDURES**

### **A. GRIFFIN FIELD HOUSE & SPORTS COMPLEX MEETING ROOMS**

1. A completed and executed Facility Use Application shall be submitted by the applicant to the Municipality requesting the use of a Borough owned building designated as available for public use.
2. A refundable deposit of \$300.00 shall be submitted with each application. Applications shall not be accepted, and permits shall not be issued without the required deposit.
3. Applications shall be submitted at least fourteen (14) days prior to the event date requested. This requirement may be waived for good cause and availability.
4. Approval shall be based on the earliest qualified complete application received.
5. Applicants may request multiple event dates within a one-year period of the date of the first event requested. Each event date requested shall be specifically set forth on the Facility Use Application.
6. The user fee are as follows:
  - Daily Fee: \$150
  - Weekly Fee: \$250
  - Monthly Fee: \$700
7. The user fee for the use of buildings shall begin at the time set forth on the approved Facility Use Application indicating the start of the event. The building shall be available to the applicant ½ hour before and ½ hour after each approved rental at no additional charge for set-up and clean-up.
8. Applicants shall comply with the established and posted occupancy limits at all buildings. Said occupancy limits shall be strictly enforced.
9. Upon the approval of a 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 Borough Hall. In addition, the applicant shall pick up the key to the building at Borough Hall, Monday through Friday between the hours of 7:30 A.M. and 4:30 P.M. (except holidays). Applicants shall call 609-894-8222 ext. 5 in advance to confirm the availability of the approved application and the key pick-up date and time.
10. Upon receipt of a Certificate of Insurance (with proper endorsements), signed Indemnity & Hold Harmless Agreement and completed Facility Use Application, the Borough shall issue a Permit for Use within a reasonable amount of time

### **B. OUTDOOR FACILITIES**

1. A completed Facility Use Agreement Application Shall be submitted for the requested exclusive use of any Borough owned outdoor recreation facility designated for public use. Applications for use of outdoor facilities shall be submitted at least fourteen (14) days before the event or program date. Approval shall be on the basis of the earliest qualified application

received except that the requests for the seasonal use of sports fields shall be approved as set forth below. All application requests and applicable fees shall be approved and paid in full prior to the use of any facility.

2. Upon the approval of a Facility Use Application: a resident applicant shall pay a refundable security deposit of \$50; a non-resident applicant shall pay a refundable security deposit of \$100. A copy of the approved application shall be kept by the applicant at every event.
3. Applications shall list all areas that will be occupied by the event attendees, for both the primary function, and for any auxiliary uses that may be added such as press boxes, batting cages, specific outdoor areas, etc.
4. Requests for use shall not be accepted in a “blanket” and imprecise format (‘dawn to dusk’, ‘seven days a week’, etc.) Applicants shall request specific times, dates and locations in order to reserve a facility. Leagues, teams and groups shall not submit application for more than 4 months at a time. Times should not exceed more than 6 hours during which the facilities may or may not be used, or in a manner that would prevent equal usage by other organizations.
5. Once approved, if the outdoor facilities are not being used in accordance with the approved request, the Borough may rescind the organization’s approval for current and future use. Organizations that have violated this policy shall receive last priority for future applications.
6. At the conclusion of baseball/softball field use, the applicant shall rake the pitcher’s mound and home plate area.
7. NO vehicle shall be permitted on any field at any time.
8. Participants and spectators shall park vehicles in allowed parking areas only. Violations of this parking policy may result in the suspension and/or revocation of the applicant’s privilege to use outdoor facilities. Improperly parked vehicles may be towed at the expense of the vehicle owner.
9. Upon receipt of a Certificate of Insurance (with proper endorsements), signed Indemnity & Hold Harmless Agreement and completed Facility Use Application, the Borough shall issue a Permit for Use within a reasonable amount of time.
10. **All Organizations, Leagues, Teams and alike shall provide portable toilets during the entire event.** The name and address of the company shall be provided to the Borough Administrator upon submittal of the application.

### **III. SUPERVISION**

1. Applicants approved shall ensure that there is sufficient adult supervision present at every approved event to provide security and to deter vandalism to Borough property.
2. Youth activities shall be supervised by responsible adults at all times. The Borough requires a minimum of one (1) adult of at least twenty-one (21) years of age per twelve (12) children under the age of eighteen (18).

3. Pemberton Borough may require the applicant to secure sufficient police protection depending on the type of activity and the anticipated number of participants and/or spectators. The cost of police protection shall be the sole responsibility of the applicant.

#### **IV. MAINTENANCE PROCEDURES & INSTRUCTIONS**

1. Applicant shall be responsible for leaving Borough facilities clean and orderly **immediately** following use. Prior to leaving the property after an approved event, the applicant shall ensure that:
  - a. The rented space including the floors shall be swept clean of all debris and trash.
  - b. Trash shall be placed in a plastic bag, sealed and placed in the trash receptacle. If using building, trash shall be placed in outside receptacle.
  - c. All tables and chairs shall be returned to their original locations.
  - d. No confetti or glitter shall be permitted.
  - e. All lights are to be turned off upon exiting the building. Air conditioning/heating controls shall not be changed or adjusted in any fashion at any time.
  - f. Applicants shall be liable for all costs incurred by the Borough due to vandalism including objects stuffed in the toilets (i.e. toilet paper rolls, wads of paper, etc.)
  - g. Do not leave cleaning supplies in the building.
  - h. Applicants **shall not paste, glue, tack, tape or otherwise** attach any items to the interior or exterior of any Borough Facility. Any damage found or adhesives left on structures shall result in the forfeiture of the deposit.
  - i. Borough property shall not be modified in any manner without the express written permission of the Borough Administrator. Any such requests shall be reflected in the Facilities Use Application.
  - j. Parking shall be restricted to designated parking areas. Driving on the grass and parking next to the Borough building are strictly prohibited.
  - k. The applicant shall be responsible for removing all debris and litter at the facility including dug outs, surrounding areas, etc.) at the conclusion of each use and place refuse in a main receptacle.

#### **V. BOROUGH NOISE ORDINANCE**

1. Applicants who wish to request permission to use loudspeakers, public address systems, and/or amplifiers in public facilities shall indicate on their 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, location, type of equipment being used, hours of 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 the provisions of the Borough Noise Ordinance.

## **VI. FEE SCHEDULE & OTHER CHARGES**

1. Fees for the use of Borough buildings are ½ price for residents, full price for non-residents, and a deposit of \$300.00 per event is retained until the program is complete and the building is inspected.
2. There are no fees for outdoor use. A security deposit of \$50 for residents and \$100 for non-residents per event is retained until the program is complete and the property is inspected.
3. If it is determined that all or a portion of the applicant's deposit is to be retained by the Borough, the applicant shall be informed in writing of the specific reason and the amount.
4. All keys must be returned to the Borough office within 3 business days after building use. The keys may be returned after business hours by placing them in a sealed envelope, labeled with the building user's name, and dropping it in the convenient drop box located on the front porch of the Borough Hall. Failure to return the keys with the established time frame will cause an assessment of \$10.00 which will be taken out of the deposit.
5. Groups, organizations, and leagues authorized to use Borough owned facilities under shall, as a condition precedent to authorized use, provide a certificate of insurance for liability coverage identifying the Borough as an additional named insured in an amount no less than \$1,000,000.
6. Deposits will be returned only after a Borough Facility Evaluation has been completed and verification by Borough personnel that the facility was left in its original condition. Refunds are subject to Borough Council approval and will be included on the next available Council agenda.

## **VII. CANCELLATION POLICY**

1. All requests for cancellation of approved permits shall be submitted in writing in order to be considered for reimbursement.
2. The Borough shall retain a 50% administrative fee for cancellations requested seven (7) or more days prior to the approved event.
3. The Borough 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.
4. The Borough shall retain the 100% of the total event fee paid for cancellations requested twenty-four (24) or less hours prior to the approved event. In no event shall the fee retained by the Borough be less than \$50.



5. The Borough reserves the right to suspend and/or revoke an applicant's privilege of using Borough buildings for failure to use a building for which a permit was issued.
6. The Borough may cancel your approval for the use of a Borough Facility due to emergency situations, inclement weather, structural damage, building repairs, or building equipment failure.
7. The Borough reserves the right to use Facilities for Borough or Borough sponsored activities, and as such, may cancel or relocate a group's use of a facility.
8. The Borough 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.

## **VIII. LEGAL RESPONSIBILITY/LIABILITY**

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

## **IX. ADDITIONAL GENERAL POLICIES**

1. Applicants shall not alter, modify, reduce, enlarge, adapt, or change any Borough Facility for any purpose. Applicants may request changes to Borough Property to facilitate a program or an organization's use. A formal request and plan shall be submitted. The request shall be transmitted to the Administrator, 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 Pemberton Borough.
3. Applicants shall ensure that youth program volunteers who work with children under the age of 18 complete Federal and State background checks. Proof of compliance shall be provided, along with the application. Applications shall not be considered complete without such proof.
4. Applicants must have the approved Facility Use Permit during the scheduled use.
5. A security deposit is refundable upon final inspection of facilities. The Deposit is due and payable 2 weeks prior to the event. Each event conducted in the Gymnasium has a maximum time limit of 6 hours. Each event conducted in a classroom has a maximum time limit of 6 hours. Each event at an Outdoor Facility has a time limit of 6 hours. The Borough may extend the hours upon request. No event shall continue later than 9 P.M. Insurance certificate required for gymnasium, classroom, ballfield and all other Pemberton Borough Facilities.
6. No resident may "sponsor" an applicant who is not a Borough Resident.
7. Any resident using a facility for community or non-profit events (meeting, social or general business gathering) may file for the use of the facility with waived fee option. Final decision of a waived fee is at the discrepancy by the Mayor and Administrator.

## INDEMNITY & HOLD HARMLESS AGREEMENT

Name of Applicant: \_\_\_\_\_

Representing the Group: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

**The undersigned representatives of the applicant understand and agree to the following:**

The applicant agrees to indemnify and hold harmless the Borough of Pemberton, its officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and; 2) caused in whole or in part by my negligent act or omission or that of anyone employed by us may be liable. This Indemnification and Hold Harmless Agreement shall apply in all instances whether Pemberton Borough, its officers, employees, volunteers and/or agents, is/are made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim. We further agree to defend and hold the Borough of Pemberton, its officers, employees, volunteers and/or agents harmless from any claim or suit or injury damage or blame resulting from the use of all Borough-owned facilities.

I understand that as the applicant, I am responsible for the facility (damages), participants/attendees, and keys issued for use of the building/park. If I was given the key(s), I will return the key(s) within three business days of my use of the building.

\_\_\_\_\_

Signature-Authorized Applicant Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Signature-Authorized Applicant Alternate Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Signature-Authorized Pemberton Borough Representative

\_\_\_\_\_

Date