

**BOROUGH OF WATCHUNG
RECREATION COMMISSION**

FIELD AND FACILITY PERMIT APPLICATION

NAME: _____

ADDRESS: _____

PHONE: (H) _____ (W) _____ (C) _____

EMAIL _____ SPORT _____

Name of Organization, Team, Club Etc. _____

Profit _____ Non-Profit _____

FIELD / FACILITY FEE

Pavilion Rental:	
Resident	\$50.00 per event
Non- Resident / Commercial	\$100.00 per event
Port-A-John Rental	\$150.00 (includes delivery)
Mobus/Phillips Fields:	
Sport Programs	\$10.00 per person/per week
Events (Non-Profit) – Resident	\$50.00 per event
Non-Resident	\$150.00 per event
Gazebo:	
Resident	\$50.00 per event
Non-Resident	\$100.00 per event

All Watchung Based Non-Profit Sports Programs,
Government or School Based Events
and Non-Profit Fund Raising Events Free of Charge

All fees include removal of bagged garbage and access to electricity, if needed.

FIELD / FACILITY REQUESTED _____
DATES _____
TIMES _____

**ALL COACHES ARE REQUIRED TO SUBMIT A COPY OF THEIR RUTGERS S.A.F.E.T.Y.
CERTIFICATION INSURANCE CERTIFICATE MUST BE SUBMITTED WITH ALL APPLICATIONS
PLEASE MAKE CHECKS PAYABLE TO " WATCHUNG BOROUGH "**

To Whom it may Concern:

Enclosed is the Watchung Recreation Facility/Field Permit Application.
Please note that applications must be submitted with the following items attached:

- 1) Signed Facility/Field Use Policies and Lease Agreement
- 2) Signed Hold-Harmless Agreement
- 3) Signed AED and Lightning Detection Form
- 4) Insurance certificate indicating the policy number
- 5) Corporate Acknowledgment (Where applicable)
- 6) A copy of the Rutgers' certification card(s) for coach(es)
- 7) A check payable to the Borough of Watchung when applicable.

The Recreation Commission is requesting that all applications be returned as soon as possible. Please fax to 908-757-7027 or mail to the following address:

Borough of Watchung
Recreation Department
15 Mountain Blvd.
Watchung, NJ 07069

Thank you in advance for your cooperation during this process and for your dedication to the community. Please contact the recreation department if you need more information or have any questions.

Sincerely,
Linda Monetti
Watchung Recreation Coordinator
lmonetti@watchungnj.gov

Enclosure

Watchung Recreation Commission Facility/Field Use Policies and Lease Agreement

General Information

To rent a facility or field, community organizations are required to complete a rental application and pay the appropriate fee (if applicable). No "Sub-leasing" of any kind from one sports group to another is permitted. All dates, times and fields must be approved.

The Recreation Commission reserves the right to consider all rental requests and allocate rental time based on the number of requests and overall time requested. The Recreation Commission reserves the right to disapprove permits if it is determined that fields are deteriorating because of overuse.

Community members must be 21 years of age to sign a Field Use agreement or rent a field or facility. All applicants are required to provide one adult chaperone for each group of 10 youth in attendance under the age of 21 for all planned activities.

The Recreation Commission reserves the right to require the renter to provide police security for special programs.

All fees are to be paid in full two weeks prior to an approval unless other arrangements have been made with the Recreation Coordinator.

The Recreation Commission reserves the right to cancel practices/games due to weather conditions and/or field conditions. Failure to abide by this policy can result in cancellation of your rental agreement.

Renter Responsibilities

All applicants requesting use of Watchung fields or facilities must observe the following guidelines and requirements:

1. The renter must leave the area, facility or equipment in a clean and orderly condition. All trash must be properly disposed.
2. Prohibited Items: Beer, wine, alcoholic beverages, firearms, tobacco and illegal drugs.
3. Liability: The Watchung Recreation Commission and the Borough of Watchung assume no liability for the renter's use of the equipment, field or facility. The applicant shall hold the Borough harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment, field or facility in question. Applicants are required to supply general liability insurance that covers the Borough with limits of \$1,000,000.00 combined single limit with an aggregate of \$2,000,000.00. A certificate of insurance, must be filed with the Borough at least five days prior to the use of the Boroughs field or facility.
4. Governmental Boards and Agencies: facilities are available at no charge to official government boards and agencies for events in the public interest when not otherwise in conflict with this policy.
5. Damages: Any and all damages to the facilities, equipment, and other Borough property, while being used by the renter, will be the responsibility of the renter and payable in full to the Borough of Watchung. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Recreation Commission reserves the right to decline renting to patrons who have incurred damages to Borough property in previous rentals.
6. Policy of Non-Discrimination: The Borough of Watchung facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, or marital status. The Borough of Watchung does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.
7. ADA Statement: Although specific programs for persons with disabilities are limited, the Watchung Recreation Commission is committed to providing equal access to programs and facilities for these individuals. Reasonable accommodation and support can be requested to provide access to desired programs and activities. Requests should be made at least 10 days in advance. In addition, where a need is demonstrated and resources are available every reasonable effort will be made to establish specific programs for persons with disabilities.

The individual signing this lease agreement and the accompanying permit is responsible ensuring that all policies included in this policy are followed. The representative should notify us immediately if there are any maintenance or safety issues or damage to the fields that need to be addressed. Please sign below to confirm that you have received a copy of the Facility/Field Use Policy and Lease Agreement and agree to abide by these policies.

Name _____ Signature _____ Date _____

HOLD-HARMLESS AGREEMENT

1. "I / WE" "ME / MY /OUR" shall mean one of the following:

AN INDIVIDUAL: Name: _____ **OR**

ORGANIZATION: Name: _____ **OR**

CORPORATION: Name: _____

2. "YOU/YOUR/YOURSELF" shall mean the municipal corporation known as the **Borough of Watchung** and the **Borough of Watchung Recreation Commission**, its public officials, members, agents, servants, employees, or contractors.

3. GENERAL INFORMATION: **Per Field and Facility Permit Application Attached**

4. 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 arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, 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 I will be holding (as described above) on the date(s) listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. 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 perform for You related to the use of the site listed above:

(a) that I am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above; (b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensing or consuming of alcohol on the site and date listed above and that I will take no step(s), action(s), or measure(s) to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consuming of alcoholic beverages on 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 relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also shall provide You with a Certificate of Insurance and that I shall provide same as soon as practicable and not less than five (5) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-" according to A.M. Best's. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence (\$3,000,000 per occurrence if liquor is being served or consumed). It is understood You will be listed as an additional insured on that policy and Certificate of Insurance. If I, as an Individual, am holding a private, personal event, I shall provide YOU with a copy of My Homeowners or Condo or Renters or Personal Excess Liability policy declarations page with personal liability coverage of not less than one million dollars (\$1,000,000) each occurrence.

8. (Applicable to Corporation Only) 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 or at MY sole cost and expense pursuant to this Hold-harmless.

9. **LEGAL SIGNATURES:**

Signature on behalf of "I/WE/ME/MY/OUR":

Individual _____ Date _____

on behalf of _____
Organization or corporation

and

Signature & Title of Person on behalf of the **Borough of Watchung** and **Watchung Recreation Commission**

_____ Date _____

THE FOLLOWING IS TO BE COMPLETED FOR A CORPORATION OR A LLC (LIMITED LIABILITY COMPANY), SO THERE IS VERIFICATION THAT THE PERSON SIGNING THE HOLD-HARMLESS AGREEMENT IS AUTHORIZED TO DO SO ON BEHALF OF THE CORPORATION OR LLC.

CORPORATE OR LIMITED LIABILITY COMPANY (LLC) ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I, a NOTARY, CERTIFY that on _____, 20____
_____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ of _____,
the corporation or LLC named in the attached;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer or member who is _____, the _____ of the corporation or LLC;
- c) this document was signed and delivered by the corporation or LLC as its voluntary act duly authorized and;
- d) this person signed this proof to attest to the truth of these facts.

Signature

Signed and sworn to before me
on _____, 20____

Notary

LIGHTNING PREDICTION SYSTEM
(THORGUARDIAN)

The Borough of Watchung has an automatic lightning prediction and warning system in continuous use referred to as the Thorguardian. This unit is located at the top of the Snack Shack at Phillip's field. The sensor monitors energy as far as 15 miles and evaluates the potential for lightning within an area of approximately two miles in radius. When the unit senses a hazardous condition, the system automatically provides both audible and visual alerts. When a dangerous condition exists a warning blast will occur and the amber light will flash.

THE FIELDS MUST BE CLEARED IMMEDIATELY WHEN THE SOUND ALARMS

The light will continue to flash until the dangerous condition no longer exists.

Please review the following safety points with your organization leasers and participant:

1. Do Not seek shelter under a tree
2. Do Not seek shelter on the snack shack deck
3. Do Not seek shelter in a dugout by a metal fence

The Thorguardian prediction system is only a supplementary source of guidance. Should thunderstorm conditions develop, and the system is not activated, use good judgment and seek shelter.

Sign _____ Print _____ Date _____

Organization _____

I have read and understand the above information; I will explain the function of lightning prediction system and review the safety points with all of the coaches, supervisors, parents and participants involved in my program, event or activity.

AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

The Borough of Watchung has an Automated External Defibrillator (AED) on site at Phillips Field.

The unit, referred to as an AED, is located on the south side of the snack shack at
Phillips Field Sports Complex.

The Borough of Watchung and the Watchung Recreation Commission recommends that the use of the
AED be administered by a certified individual.

Each youth sports organization will ensure that the AED status indicator is Green prior to field use.
In the event that the status indicator is RED, call TEAM LIFE, INC @ (732)946-4243 or (888)466-8686
(Phone numbers are listed on the AED unit)

Sign _____ Print _____ Date _____

Safety points with all of the coaches, supervisors, parents and participants involved in my program, event or activity.

CHECKLIST FOR HH AGREEMENTS & INSURANCE CERTS

- (1) HOLD HARMLESS AGREEMENT SIGNED AND DATED.
- (2) CERTIFICATE OF INSURANCE SHOWING EVIDENCE OF COMMERCIAL GENERAL LIABILITY INCLUDING THE FOLLOWING ITEMS:
 - The “Insured” must read the same as the “Organization Name” or “Corporation Name” or “Individual Name” that is on the HOLD HARMLESS AGREEMENT.
 - An “Insurance Company” must be listed in the section under “INSURER(S) AFFORDING COVERAGE”.
 - Under the “GENERAL LIABILITY” section, the “Commercial General Liability” box needs to have an “X”. If another box has an “X” and states “Business Liability”, that is acceptable too.
 - The General Liability policy number must be shown in the column under “POLICY NUMBER.”
 - There should be policy effective and expiration dates under “POLICY EFF” and “POLICY EXP”.
 - The event date MUST fall within the policy “effective” and “expiration” dates.
 - The minimum acceptable limit of liability is \$1,000,000 in the place next to “EACH OCCURRENCE”.
 - In the area under “DESCRIPTION OF OPERATIONS/LOCATIONS” etc., it should indicate that the Borough is included as an “Additional Insured” with respect to the Event (named) on date (should be stated).
 - It is possible that an “X” will be placed in the column under “ADDL INSR” in the GENERAL LIABILITY section as an alternative, which is also acceptable. The description of the Event and the date of the Event should still be noted in the DESCRIPTION area.
 - The “CERTIFICATE HOLDER” section should show the full name of the Borough and the Borough’s address.
 - The certificate must be signed under “AUTHORIZED REPRESENTATIVE”.