



City Facilities Request

The following information is necessary to consider your request for City facilities. All requests will be evaluated in accordance with Ordinance 6-9, adopted by the City Council in December 1992.

Requests must be submitted 60 days prior to the date for which facilities are needed.

Please make sure that you have obtained the current application available under the Department of Recreation at www.burlingtonnj.us

The following materials will assist you in the application process.

- 1. Please see attached COVID-19 Addendum to application April 2021.**
- 2. An Application/Contract for Use of City Facilities**
This document must be completed, signed and returned **60 days prior to the event** before any approval can be granted. (Attach additional pages if necessary)
- 3. Use of City Facilities**
Please note the insurance requirement, which applies to most organizations and individuals.
- 4. Rules and Regulations**
- 5. Fee Schedule**
- 6. Schedule of Insurance**
- 7. Certificate of Insurance with endorsement naming the City of Burlington as *additionally insured*. This must be supplied 20 BUSINESS days prior to event date.**
If proper insurance is not provided, permission to use the Facilities/Grounds will be denied.
- 8. Hold Harmless Agreement**
Must be completed and returned along with the application.

Once all information is received, your application will be processed. In order for a timely response to be provided to you, it is critical that all information requested be provided at the time your application is returned to the Recreation Department. Failure to provide all information will obviously delay our ability to process your request. The completed application and related materials should be returned to:

Director of Public Affairs

City of Burlington Recreation
Department 522 Wood Street
Burlington, New Jersey
08016 (609) 386-4070
(609) 386-0766 Fax

For indoor gatherings, whether on public or private property, the order:

- Limits the gathering to 35% of the room capacity in which the event is taking place. However, it can be no larger than 150 people or smaller than 25 people. (*Executive Order 234:3/2021*)
- Requires face coverings by attendees at all times, unless doing so would inhibit the individual's health or a child under 2 years old. For those organizing or maintaining the gathering, they must wear face-covering whenever feasible and when they are within 6 feet of another individual.
- Requires attendees to be 6 feet apart from other attendees at all times and there may be no contact between attendees. This requirement does not apply to immediate family members, caretakers, household members, or romantic partners as well as a limited number of individuals organizing or maintaining the gathering.
- Exempts indoor gatherings of less than 10 people from the requirements, however, face coverings must be worn.
- Requires individuals organizing or maintaining the gathering, if applicable, to demarcate 6 feet of spacing in the area of the gathering.
- Prohibits the sharing of any physical items, including equipment, by multiple attendees of the same gathering unless such physical items are sanitized before and after use by different individuals. This requirement does not apply to immediate family members, caretakers, household members or romantic partners.
- Suggest that contactless options for pre-payment or donations be offered if the gathering requires payment or seeks donations of any kind.
- Please note that Governor Murphy noted during his daily briefing that this Executive Order does not include indoor dining.

For outdoor gatherings, whether on public or private property, the order:

- Limits outdoor gatherings to 200 persons or fewer. (*Executive Order 234:3/2021*)
- Requires all attendees to be 6 feet apart at the gathering. This requirement does not apply to immediate family members, caretakers, household members, or romantic partners as well as a limited number of individuals organizing or maintaining the gathering.
- Prohibits contact between attendees. This requirement does not apply to immediate family members, caretakers, household members or romantic partners as well as a limited number of individuals organizing or maintaining the gathering.
- Requires individuals organizing or maintaining the gathering, if applicable, to demarcate 6 feet of spacing in the area of the gathering.
- Prohibits the sharing of any physical items, including equipment, by multiple attendees of the same gathering unless such physical items are sanitized before and after use by different individuals. This requirement does not apply to immediate family members, caretakers, household members or romantic partners.
- If the gathering is less than 25 people the requirements above do not apply except for the face coverings. In addition, if the outdoor gathering is a religious service or political activity, such as a

protest, the above requirements do not apply.

- Open-air rain tarps, tents and other outdoor structures are allowed solely for the purpose of protecting against foul weather or for shade.
- Face coverings should be worn at all times where other social distancing measures are difficult to maintain.
- Requires face coverings by attendees at all times where other social distancing measures are difficult to maintain, unless doing so would inhibit the individual's health or a child under 2 years old.
- Suggests that contactless options for pre-payment or donations be offered if the gathering requires payment or seeks donations of any kind.
- No individual is to be considered when calculating the total number of attendees at any time in which that individual is in a vehicle so long as that vehicle is either closed (windows, doors, sunroofs are closed) or is more than 6 feet away from any other vehicle or individual.

For both indoor and outdoor gatherings the order:

- Does not prevent an individual at a gathering from coming within 6 feet of another person, coming into contact with another person, going indoors, or leaving their vehicles if done to protect their health or safety or the health or safety of another individual.
- Does not prevent a person at a gathering from momentarily removing their mask to place or receive an item in the mouth such as food or beverage.
- Gatherings authorized by this order are permitted at State parks and forests, county and municipal parks, public and private beaches, boardwalks, lakes, and lakeshores. Counties and municipalities may impose additional restrictions at county and municipal parks in response to COVID-19. Parking at state facilities is reopened to their full maximum capacity and county and municipal facilities may open to their full maximum capacity.

Please note we cannot guarantee that public areas that you come in contact with will not expose you and your quest to COVID-19. You should provide sanitation methods for yourself and guests.

The approved Audience/Participant size will be subject to the current NJ Executive Order at the time the approved scheduled event date will take place.

INITIAL HERE: _____



1. Name of Activity: _____

2. Type of Program Planned: _____

(Please submit a list of all activities with a timeline. Include the name/contact info of any additional entertainment or other groups associated with this event.)

3. Size of Audience Anticipated: (please refer to addendum for special instructions) _____

4. Sponsored by: _____

Please circle one: Class I USER Class II USER Class III USER

5. Person making arrangements: _____

Phone: _____ Email: _____

Address: _____

6. Person in Charge: _____

Phone #: _____ Email: _____

Address: _____

7. Date(s) of Event: _____ Start Time: _____

Rain Date: _____ Finish Time: _____

(Please include appropriate set-up and breakdown/clean-up time.)

8. Facilities Requested: _____

9. Specific Needs: _____ (Additional Fees may be required)

If you will be requesting street closure or barricades, please note that a Block Party Permit application must be submitted and approved.

10. What security are you providing? _____

11. Estimate your Rental Charges and Hourly Service Charges (as per the attached Fee Schedule):

12. PLEASE INDICATE IF YOU YOUR EVENT WILL INCLUDE IN OF THE FOLLOWING: *Please Initial* ↓

	Y/N	Notes:	Initial
Amusement Rides /Bouncy House		If yes, your vendor must submit Certificate of Insurance, Worker Compensation Certificate and included the approve list NJ Permitted Rides.	
Food Vendors		If yes, vendors must apply for Fire Safety Permit Type 1(determined by City Fire Official) and ALL vendors muse have a mobile vending application approved with the Burlington County Health Department. A completed County Event Coordinator form must be submitted to the Burlington County Health Department. A copy must be submitted to recreation no later than 2wk prior to event, along with a list of food vendors. Food vendors that have not received approval will not be permitted to vend at your event.	
Will you have tents?		If yes, any tents over 140 sq. ft. will require a permit, per Uniform Fire Code (N.J.A.C. 5:70-2.7)	
Will Admission be Charged?		If yes, your organization will be responsible to report amusement to the division of Internal Revenue.	

Signature of Applicant: _____ Date: _____

cc: Mayor, Public Affairs, Police Dept., Public Works, OEM, Fire Marshall, and Administrator

EVENT NAME: _____ **EVENT DATE:** _____

PUBLIC AFFAIRS & RECREATION REPRESENTATIVE

I verify that the use of these facilities will not conflict with any other event already scheduled. For those requesting permission to use the Keegan Building, I verify that appropriate City staff coverage is available should permission be granted. The cost charged for the staff coverage is \$_____ (personnel) \$_____ (facility) total \$_____.

Signature: _____ Date: _____

CHIEF OF POLICE

I verify that the use of facilities will not conflict with any other event already scheduled. I verify that appropriate City Police coverage is available should permission be granted. The cost to be charged for Police coverage is \$_____.

Signature: _____ Date: _____

PUBLIC WORKS DIRECTOR

I verify that the use of facilities will not conflict with any other event already scheduled. I verify that appropriate City Public Works coverage is available should permission be granted. The cost to be charged for Public Works coverage is \$_____.

Signature: _____ Date: _____

Approval

Permission is () GRANTED () NOT GRANTED for use of requested facility.

Signature: _____ Date: _____
Mayor Barry W. Conaway

USAGE

CITY OF BURLINGTON PARKS & RECREATION

The Administration will permit the use of City facilities when such permission has been requested (subject to special Coordinator or designee), except that the administration reserves the right to withdraw permission five days prior of the event. The following is a list of classes in order of USER priority:

A. Class I USERS

The following organizations shall have use of City facilities free of all rental, personnel charges, and insurance requirements. A Hold Harmless Agreement is required, however.

1. All City and City-sponsored organizations
2. All appropriate election activities

B. Class II USERS

The following organizations shall have the use of City facilities free of all rental and personnel charges, but shall meet the insurance and Hold Harmless Agreement requirement, as outlined in this packet.

1. City of Burlington School Board
2. City of Burlington Public and Private Schools

C. Class III USERS

The following organizations shall have the use of City facilities only upon payment of rental fees and personnel and materials costs in addition to meeting the insurance requirements, as outlined in this packet.

1. City of Burlington Residents
2. City of Burlington Religious Groups or Churches
3. City of Burlington Civic/Community Organizations
4. Other Residents
5. All Others

USE OF CITY FACILITIES

D. Insurance Requirements:

Notwithstanding the indemnification and defense obligations of the USER, USER shall purchase and maintain such insurance described in the *Schedule of Insurance section* and as is appropriate for the type of use and hazards present which will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from USER's use of the FACILITY(IES), whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable.

1. **A Certificate of Insurance and endorsement**, naming the City of Burlington as an **additional insured**, must be submitted with the completed application form. This insurance shall cover the specific date(s) and the facilities to be used.
2. If the USER has no existing policy, a one-, two-, or three-day policy must be purchased from any insurance agent or directly from OneBeacon Entertainment (OBE) TULP website.
3. Amount of Liability coverage required: \$1,000,000.00 combined single limit.
4. The above insurance is required of ALL USER groups using the facilities and/or grounds of the City of Burlington.
5. USER shall be required to name the CITY OF BURLINGTON as an "Additional Insured" on the USER's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement, USER shall provide the CITY OF BURLINGTON with a Certificate of Insurance indicating that the insurance coverage as described in the Schedule of Insurance, and as is appropriate for the type of use and hazards present, has been obtained and that the CITY OF BURLINGTON has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, USER shall be required to provide the CITY OF BURLINGTON with a Certificate of Insurance indicating the continuation of insurance coverage and designating the CITY OF BURLINGTON as an "Additional Insured" for the duration of this agreement.
6. Notwithstanding the indemnification and defense obligations of the USER, the USER shall provide at its own cost and expense proof of the following insurance to the CITY OF BURLINGTON:
7. Certificate of Insurance and Endorsement be supplied 20 BUSINESS days prior to event date
8. If proper insurance is not provided, permission to use the Facilities/Grounds will be denied.

The City reserves the right to deny the use of facilities by any organization for just cause.

INITIAL HERE: _____

E. Indemnification:

USER shall indemnify, save harmless and defend the CITY OF BURLINGTON, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the CITY OF BURLINGTON, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the CITY OF BURLINGTON, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY (IES), participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER.

F. Hold Harmless: USER shall execute the attached Hold Harmless Agreement for Use of City Facilities.

G. 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 league, recreation program and activities which can be reviewed at http://nj.gov/infobank/eo/056murphy/approved/eo_archive.html

H. 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) 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.)

And

http://www.burlingtonnj.us/departments/public_affairs/docs/Protection%20of%20Children%20Policy%20Update%2012-08-2020.pdf

INITIAL HERE: _____

RULES AND REGULATIONS

Permission to use the facilities shall be granted only to persons and organizations that agree, by signing the Application/Contract, to be bound by these regulations.

ALL FACILITIES

1. Each USER shall present a certificate of liability insurance to the limit prescribed.
2. USER shall be financially liable for damage to the facilities, equipment, and for proper chaperones.

PARKS AND RECREATION AREAS (Ordinance 6-9.3)

- A. No alcoholic beverages or other controlled drugs shall be allowed at any time.
- B. No person shall injure, deface, disturb, tamper with, damage, or destroy any trees, shrubs, or other plant life or any structure, equipment, walkway or utility equipment or any monument, post or other appurtenance erected or marked for a lawful purpose; or injure or in any way interfere with the operation of any machinery or equipment used under the direction of the City or any of its departments or agents; or deface, destroy, alter, damage, or tamper with any drive, path, walkway, bridge, parking area or shelter, or remove or carry away any excavation of any kind.
- C. No person shall hurt, molest, kill, trap, chase, shoot, or throw missiles at any wildlife nor shall she/he remove or molest the eggs or the young of any wildlife.
- D. No person shall handle, build, or maintain a fire within any park, except in the grills that have been provided for that purpose. No propane grills are permitted.
- E. No person shall drop, throw, or otherwise scatter lit matches, burning cigarettes or cigars, tobacco, paper or other flammable material within any park or on any street abutting or contiguous thereto.
- F. No person shall dispose of trash in any park in any manner other than by depositing such material in the receptacles located for that purpose.
- G. No person shall bring into any park or use in any park, fireworks or firearms or similar weapon or instrument nor shall any person take part in the practice of archery or golf, except in areas that may be designated for that purpose.

INITIAL HERE: _____

- H. No person shall cast, lay, drop or discharge into or leave in any water in any park any substance, matter, or thing, liquid or solid.
- I. No person shall drive, operate, use, or bring into any park any horse or motorized vehicles, except those vehicles that are otherwise authorized, and then only in areas designated for parking or operation.
- J. No person shall act in a disorderly manner nor enter any park in an intoxicated condition.
- K. No person shall engage in boating or bathing in any park. Ice-skating shall not be permitted.
- L. No person shall repair any motor vehicle within any park, playground, or recreational area.
- M. No person shall use any sound amplification equipment or play any radio, television, or musical instrument at a volume that would tend to annoy other persons who may use the area, except for such entertainment specifically authorized.
- N. No person shall allow his or her dog to run at large in any park, playground or recreational area.
 - **No inflatable jump houses** or similar amusements may be place at any City facility without proper paperwork submitted, including insurance certificate naming City as additionally insured.
 - No person shall drive on grassed areas. **This includes the pavilion at JFK Park**
- O. Smoking shall be prohibited in all municipal buildings, school buildings, municipal and school grounds, their parking lots, sidewalks, and public parks.

Playgrounds and other recreational areas shall be open every day from dawn until dusk. The Common Council may exclude certain activities or close any park to the public at any time and for any interval of time.

***DANIEL KEEGAN RECREATION CENTER
FEBRUARY 1986***

- A. No smoking will be permitted in any part of the building.
No alcoholic beverages are permitted.
No food or drink permitted in the Upstairs Conference Room.
- B. No religious or church group activities will be permitted.
- C. No animals will be allowed in the building, unless a designated working animal.
- D. No preparation of food is to be done on the premises.
- E. Hours: 9:00 a.m. to 10:00 p.m. Monday through Friday. The building will be closed the same holidays as City Hall (exceptions will be made for City agencies.)
- F. A City employee or City Official must be available to oversee service when building is in use.

INITIAL HERE: _____

**FEE SCHEDULE FOR THE USE OF CITY FACILITIES
SUBSECTION 23-3.6**

CITY FACILITY

RENTAL FEE

	Residents*	Non-Residents
(1) BALL FIELD or (1) COURT (ONE TIME USE)	\$50.00	\$100.00
(1) UNLIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	\$150.00	\$300.00
(1) LIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	\$250.00	\$500.00
(1) DANIEL KEEGAN SMALL MTG. ROOM (ONE TIME USE)	\$50.00	\$100.00
(2) DANIEL KEEGAN LARGE MTG. ROOM (ONE TIME USE)	\$75.00	\$150.00
PARKS & PLAYGROUNDS		
JFK, JFK Ext., Sixth St., Columbus Park, Jones, Barclay, Hulburt, Neptune, Clarkson, Boat Ramp, Engle, and Mitchell Ave.	\$40.00	\$80.000
PROMENADE or BANDSTAND		
PROMENADE or BANDSTAND (groups under 100 people)- one time use	\$50.00 per hour	\$100.00 per hour
PROMENADE or BANDSTAND (groups over 100 people)- one time use	\$100.00 per hour	\$200.00 per hour

****PROOF OF RESIDENCY REQUIRED***

The Facilities above are the only City areas available for rental.

PERSONNEL SERVICE FEES

The above rental fees are for the use of city facilities only. They do not include personnel services. NO INDOOR FACILITY IS PERMITTED TO BE USED WITHOUT AN EMPLOYEE PRESENT. Some Set-up and breakdown time may also be required. Personnel rates for police/security, water/maintenance/public works, and other services will be based on the *minimum* billing increment of four hours.

INITIAL HERE: _____

Schedule of Insurance:

Notwithstanding the indemnification and defense obligations of the USER, the USER shall provide at its own cost and expense proof of the following insurance to the CITY OF BURLINGTON:

USER shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the USER's operation and use of the FACILITY(IES). The cost of such insurance shall be borne by the USER. USER shall furnish Commercial General Liability insurance providing coverage for CITY OF BURLINGTON for all activities of USER conducted on CITY OF BURLINGTON property. The liability insurance shall provide coverage for no less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage.

1. Coverage to be primary and non-contributory.
2. City of Burlington shall be named as an "Additional Insured".
3. The Description of Operations section of the certificate must include the following additional insured wording: "The City of Burlington, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington are named additional insured on the General Liability policy". **A copy of the additional insured endorsement shall be provided with the certificate of insurance.**
 - a) Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the Municipality, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given.
 - b) 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.

If the USER has no existing policy, a one- , two- , or three-day policy must be purchased from any insurance agent.

Failure by the USER to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and USER shall be prohibited from using said FACILITY(IES).

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the CITY OF BURLINGTON. The USER shall take no action to cancel or materially change any of the insurance required under this agreement without the City's prior approval. The maintenance of insurance under this section shall not relieve the USER of any liability greater than the limits or scope of the applicable insurance coverage.

INITIAL HERE: _____

USERS can obtain coverage through their existing insurance (with a rider, if necessary), and only need to give the City of Burlington proof of this Coverage. In these cases, it is important the City of Burlington be named as an “**Additional Insured**”. A copy of the “Additional Insured” endorsement along with the *Certificate of Insurance* must be provided to the City of Burlington.

For those groups of USERS that do not carry their own insurance they may obtain a quote from OneBeacon Entertainment without obligation to purchase by doing the following:

1. Visit the TULIP website at <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>
2. Enter the facility location code: **4990-077**

Confirm Your Venue

1 Enter your Venue ID Code: - Or search below

The address shown below may be the mailing address for the venue and not the address where the event is being held.

City of Burlington
525 High Street
Burlington , NJ 08016

3. Complete Steps 1, 2, and 3 to obtain a quote.
4. If you are ready to purchase coverage, please complete the application and pay with a credit card.
5. If further assistance is required please call TULIP help desk at 800-507-8414. (M-F 8:30-8:00P EST)

CITY OF BURLINGTON
525 High Street, Burlington, NJ 08016
HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, _____
USER

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington 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 City of Burlington its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington, 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:

Name of Individual/Organization: _____

Name of City Facility/Equipment: _____

Date(s) of Event: _____

For the following purpose and no other (Name/Description of Events/Activities/Equipment Usage):

I further certify that I have reviewed and will adhere to Governor Murphy’s Executive Orders, the CDC guidelines, and the NJ Department of Health guidelines for COVID-19 in all respects while using the municipal facilities and I hold the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington from liability for any and all claims related to COVID-19 which may be asserted as a result of use of City facilities or equipment.

Under no circumstances shall the individual or organization named herein allow another individual or organization to utilize said facility or equipment without the expressed written consent and approval of the City of Burlington.

CITY OF BURLINGTON

By: _____
For the Individual/Group/Organization

By: _____

(Print Name and Title)

(Print Name and Title)

Dated: _____

Dated: _____