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## City Facilities Request Materials

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.**

The following materials will assist you in the application process.

**1. 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)

**2. Use of City Facilities**

Please note the insurance requirement, which applies to most organizations and individuals.

**3. Rules and Regulations**

**4. Fee Schedule**

**5. Certificate of Insurance Requirements**

**6. 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

# APPLICATION/CONTRACT FOR USE OF FACILITIES

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: \_\_\_\_\_
  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: \_\_\_\_\_
  10. What security are you providing? \_\_\_\_\_
  11. Estimate your Rental Charges and Hourly Service Charges (as per the attached Fee Schedule):  
\_\_\_\_\_  
\_\_\_\_\_
  12. Will admission be charged? Yes \_\_\_\_\_ No \_\_\_\_\_ If a charge is made, it is your organization's responsibility to report the amusement tax to the Collector of Internal Revenue.  
\_\_\_\_\_
- Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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**Approval**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor Dr. James A. Fazzone

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

**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: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor Dr. James A. Fazzino

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

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## 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 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

1. A Certificate of Insurance, naming the City of Burlington as an additional insured, should 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.
3. Amount of Liability coverage required: \$1,000,000.00 combined single limit.
4. The above insurance is required of ALL groups using the facilities and/or grounds of the City of Burlington.
5. 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.**

## **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.

- 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 drive on grassed areas. **This includes the pavilion at JFK Park.**
- K. No person shall act in a disorderly manner nor enter any park in an intoxicated condition.
- L. No person shall engage in boating or bathing in any park. Ice-skating shall not be permitted.
- M. No person shall repair any motor vehicle within any park, playground, or recreational area.
- N. 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.
- O. No person shall allow his or her dog to run at large in any park, playground or recreational area.
- P. No inflatable jump houses or similar amusements may be placed at any City facility without proper paperwork submitted, including insurance certificate naming City as additionally insured.

**(Ordinance 6-9.6) Hours and Activities:** Playground and other recreational areas shall be open from 8:00 a.m. to 10:00 p.m. City Administration 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.

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**INITIAL HERE:** \_\_\_\_\_

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

<u>CITY FACILITY</u>	<u>RENTAL FEE</u>
(1) BALL FIELD or (1) COURT (ONE TIME USE)	\$50.00 * \$100.00 non-resident
(1) UNLIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	\$150.00* \$300.00 non-resident
(1) LIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	\$250.00* \$500.00 non-resident
(1) DANIEL KEEGAN MTG. ROOM (ONE TIME USE)	\$50.00 * \$100.00 non-resident
<u>PARKS &amp; PLAYGROUNDS</u>	\$40.00 <b>City Resident</b>
JFK, JFK Ext., Sixth St., Columbus Park	\$80.00 <b>Non-City Resident</b>
Jones, Barclay, Hulburt, Neptune, Clarkson, Boat Ramp, Engle, Mitchell Ave.	
PROMENADE or BANDSTAND (groups under 100 people)	\$50.00 for 1 hour per one-time resident use* \$100.00 for 1 hour per one-time non resident
PROMENADE or BANDSTAND (groups over 100 people)	\$100.00 for 1hour per one-time resident use.* \$200.00 for 1 hour per one-time non-resident

**\*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.

## **GENERAL LIABILITY REQUIREMENTS**

- A. Commercial General Liability with a \$1,000,000.00 Combined Single Limit of Liability for General Aggregate, Products, Bodily Injury and Property Damage and Medical Expense.
- B. Private Coverage to be Primary
- C. The City of Burlington to be named "Additional Insured".
- D. User must execute a Hold Harmless Agreement (Attached).

# CITY OF BURLINGTON

525 High Street, Burlington, NJ 08016

## HOLD HARMLESS AGREEMENT

Between the City of Burlington and \_\_\_\_\_ (Contractor)

### WITNESSETH:

1. \_\_\_\_\_ (Contractor) agrees to release, indemnify and hold harmless the City of Burlington from and against any loss, damage or liability, including agents, volunteers or other representatives arising out of, or in any manner, relating to the use of the City of Burlington owned property on \_\_\_\_\_ (Date).

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employer's Liability: \_\_\_\_\_

General Liability: \_\_\_\_\_

Automobile Liability: \_\_\_\_\_

Umbrella Liability: \_\_\_\_\_

**A true copy of the Certificate of Insurance is attached indicating the municipality and applicable associations recreations or committees formed by the municipality to organize the "event" must be named as additional insurance on all liability policies.**

2. The facilities will be used for the following purpose and no other:

Event: \_\_\_\_\_ Date: \_\_\_\_\_ Rain Date: \_\_\_\_\_

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

(Contractor)

Witness: \_\_\_\_\_