

KNOWLTON TOWNSHIP FACILITY USE PERMIT APPLICATION

Organization: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Purpose / Activity: _____

Facility	Dates	Times	Total # Days

PLEASE NOTE: All applicants are required to review and sign the attached "Facilities Use Agreement" and provide a Certificate of Insurance. Only fully completed and signed application forms will be considered. If additional space is required please use another form and attach. Approval of application is subject to availability and purpose.

For Office Use

Receipt Issued? _____

Certificate of Insurance attached? _____

Check for payment of fees attached? _____

Facility Use Agreement signed? _____

FACILITY USE AGREEMENT

This Agreement, dated _____ is by and between the Township of Knowlton (hereafter "Municipality") and _____ (hereinafter "User"). This Agreement is not transferrable or assignable to any other person or entity.

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Municipality grants a license to User to occupy Tunnel Field located on Route 94 in Columbia, New Jersey (hereafter "the Facility") for use of the following (check all that apply):

- Athletic fields
- Parking lot
- Concession stand
- Bathrooms
- Pavilion

2. PURPOSE. User is granted a license to use the Facility for the purpose of:

3. User understands that Municipality does not warrant or represent that the Facility is suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that Municipality is providing the premises and Facility on an "as is" basis.

4. DATE and TERM OF USE. The term of this Agreement shall commence as of _____ (the "Commencement Date") and continue until _____, unless terminated at will by either party, without the necessity for cause or justification, on at least thirty (30) days' prior notice, which termination shall be effective as of the last day of a calendar month, except that any breach of this Agreement shall be cause for the Municipality to immediately terminate this Agreement.

User shall use the Facilities on the following dates and times:

5. TERMS OF FACILITY USE. The User understands and agrees to all of the following terms of use:

- a. The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way.
- b. User is responsible for keeping the Facility clear of all trash and debris at all times and placing all litter in trash receptacles. User is responsible for checking areas, including the playing field, bathrooms, and bleachers, before leaving the permitted use areas.
- c. If the concession stand is used, user must remove all of its perishable property from concession facilities at the end of each day of use.
- d. Alcohol is prohibited at the Facility.
- e. Pets are not permitted.
- f. The hitting of golf balls and the use of go-carts, model airplanes, dirt bikes, and the recreational use of other motorized vehicles are prohibited in the park.
- g. Open flame grills and fires are prohibited at the Facility.
- h. User agrees not to use glass containers at the Facility and will not sell glass products.
- i. All recyclable materials sold, made available, and used while at the Facility shall be recycled using designated bins, which are provided by the Township and placed in high traffic areas to ensure visibility and use.
- j. If the bathrooms are utilized, User shall leave the bathrooms in reasonably the same state as found and free of all debris. User shall lock the bathrooms after its use is complete for the day.
- k. If the concession stand is used, no person under 16 years of age shall be left unsupervised in the concession stand or permitted to use fryers, ovens or other potentially dangerous equipment/facilities in the concession stand.
- l. If the concession stand is used, all food or drink prepared, served, sold, or stored shall be done in strict conformity with all Township ordinances, as well as County, State and Federal statutes.
- m. Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using Tunnel Field and its facilities.
- n. User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- o. Vehicles are not permitted anywhere other than in designated parking spaces in the Facility.

User also understands and agrees that **(i)** it is responsible for all actions of its volunteers, invitees, officers, employees, agents, contractors and/or licensees; **(ii)** any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the Facility; and **(iii)** Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality.

6. VACATING FACILITY. At the expiration of the Agreement, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees and their property from the Facility, leaving the Facility in the same condition as at the inception of this Agreement.

7. INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. The Municipality is not liable for any injury to persons whatsoever or loss or damage to private property of the User or the property of third parties which occurs as a result of the use of the Facility during

term of this Agreement. User is financially responsible for any and all damage to or loss of Municipality property that occurs during the term of this Agreement.

8. USER FEE. (check which applies)

- Fees are established by Township Ordinance §134-28 as follows:
 - Daily Pavilion rental: \$200
 - Field usage: \$20 per hour per field

- Events and activities sponsored by the Knowlton Athletic Association, the Knowlton Township Recreation Committee or the Knowlton Recreation Foundation are exempt from the payment of fees pursuant to Township Ordinance §134-28.

- The Knowlton Township Committee has waived the fee pursuant to Township Ordinance §134-28.

A refund of fees will be made for cancellations received 48 hours prior to the start of the event or activity. Refunds for cancellations made within 48 hours of the start of the event or activity may be granted with the approval of the Knowlton Township Committee.

9. SECURITY DEPOSIT. If the bathrooms and / or concession stand are used, at the signing of this Agreement, User will pay the Municipality a security deposit of \$500.00.

10. RETURN OF SECURITY DEPOSIT. Promptly after the use, the Municipality will inspect the Facility. If no damage has been caused to the Facility, and if cleaning activities specified in this Agreement have been conducted so that the Facility is in the same condition as it was at the inception of this Agreement, the Municipality will return the security deposit to User by first class mail within seven business days. If damage has been caused to the Facility, or cleaning activities specified in this Agreement have not been carried out, Municipality may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefor. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.

11. INSURANCE. User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Event in which the Municipality is named as an additional insured. Such coverage will be prime and non-contributory and carry a combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.

12. INDEMNIFICATION AND HOLD-HARMLESS. User agrees to indemnify, defend and hold the Municipality, its officers, agents, and employees, harmless from any claim, damages, including attorney fees, loss or liability which may result from claims of injury to the User and

its employees, agents, contractors or to third persons or property, including claims of an environmental nature affecting Municipal property or from any cause whatsoever arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors and licensees, regardless of who is at fault and to the greatest extent permissible by law.

13. RIGHT OF ENTRY AND TERMINATION. The Municipality, its officers, agents, and employees shall have the right to inspect the Facility at all times during the term of this Agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this Agreement, the Municipality shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.

14. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with this Agreement and abide by all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.

15. ENTIRE AGREEMENT. This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ (printed name of User), acting on my own behalf and also acting on behalf of _____, being fully authorized to do so, hereby waive and release any and all claims against the Township of Knowlton together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement and as more fully set forth above, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same.

Signature of User

Date: _____

Address of User: _____ Cell phone #: _____

APPROVED BY THE Mayor of the Township of Knowlton

Date: _____ **By** _____

Mayor of the Township of Knowlton