

TOWNSHIP OF GREENWICH
420 WASHINGTON STREET, GIBBSTOWN, NJ 08027
PHONE: (856) 423-1038
recreation@greenwichtwp.com
www.greenwichtwp.com

USE OF FACILITIES / SPECIAL EVENTS REQUEST FORM

Upon receipt and review by the Recreation Department as to completeness, the request will be forwarded to the Township Administrator's Office.

Requests to use the facilities and/or host special events in the Township will be considered only after this form has been fully completed and returned to the Recreation Department. Final approval is granted by the Township Administrator's Office.

Terms of use of Township Facilities and Special Events, should approval be granted, are as follows:

1. Requesting individuals and organizations will be entirely responsible for the conduct and actions of those individuals attending and participating in activities. Disruptive behavior, inappropriate language and other generally disorderly conduct is not permitted and will not be tolerated.
2. Requesting individuals and organizations will be entirely responsible for ensuring that all individuals attending and participating in activities while using Township facilities comply with the requirements and prohibitions set for in Greenwich Township Code Chapter 500.
3. Requesting individuals and organizations will clean up trash and debris and place it in the proper containers before departing after your event/activity.
4. Requesting individuals and organizations will repair or restore any use related damage or wear to the facility before departure.
5. Gambling, alcoholic beverages of any nature and smoking (including e-cigarettes) are prohibited. Violators and responsible individuals and organizations will be prosecuted and permission for future use will be immediately revoked.
6. The Township reserves the right to impose conditions on the approval of an application, including the posting of escrow fees for the anticipated cost of police and/or public works support services.
7. Requesting individuals and organizations are required to obtain general liability insurance at minimum amount of \$1,000,000, per occurrence; \$2,000,000 Aggregate. For all events/programs involving minor/youth participants, coverage shall also include a \$1,000,000 Sexual Abuse, Injury, or Molestation (SAM) limit of insurance. Successful applicant shall submit a certificate of insurance naming the Township of Greenwich (Greenwich Township Board of Education when applicable) as certificate holder and

additional insured. A copy of the additional insured endorsement must be provided along with the certificate of insurance. In addition, the attached Hold Harmless Agreement shall be properly executed and returned to the Recreation Department. Both the insurance certificate and hold harmless agreement shall be received by the Township Administrator and approved before the requesting individual or organization uses the facility.

8. Certain Special Events may require additional permits/applications/fees.
9. Street/Road Closure applications shall be reviewed by the Greenwich Township Police and Public Works Departments before approval is granted.
10. The requestor cannot use the Township facility until they receive written approval from the Township Administrator and/or the Recreation Department.

FACILITY / EVENT BEING REQUESTED

Silvestro Lake Park (*Swimming/Wading/Bathing is not permitted in the lake*)

Other Township Facility: _____

Athletic Fields: _____

Special Event: _____

Street/Road Closure/Block Party: _____

Other: _____

FOR TOWNSHIP USE ONLY:

APPLICATION RECEIVED BY: _____ DATE: _____

APPLICATION REVIEWED BY RECREATION COMMITTEE:

☐ **RECOMMEND APPROVAL** ☐ **RECOMMEND DENIAL**

DATE: _____

ESCROW ACCOUNT (IF APPLICABLE)

ESCROW DEPOSIT: \$ _____ DATE PAID: _____

FINAL TOWNSHIP REVIEW:

☐ **APPROVED**

☐ **DENIED**

DATE: _____

DATE: _____

Township Administrator

Township Administrator

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USE OF FACILITIES CONTRACT

Organization's Name _____

Address _____

Phone # _____ Email Address _____

Sponsor (if applicable) _____

Applicant's Name _____

Address _____

Phone # _____ Email Address _____

Contact Person (if different from Applicant) _____

Address _____

Phone # _____ Email Address _____

Nature of the request (must be specific) _____

Facility/Location Requested (must be specific) _____

For Single Day Event:

Date _____ Start/End Time _____

For Multiple Day Event:

Start Date _____ End Date _____

Day(s) of the Week:

____ Sun ____ Mon ____ Tue ____ Wed ____ Thur ____ F ____ Sat

Start/End Time: _____

Applicant's Signature

Date

I/We hereby request the use of the facilities specified above and agree to all terms included in the Greenwich Township Use Facilities Contract and the “Use of Facilities Agreement”. Reference is hereby made to the general guidelines and by such reference made a part of this contract.

Any advertisement, agenda, flyer, or program for events not specifically sponsored by Greenwich Township must contain the following statement:

**“This event is not sponsored or endorsed by Greenwich Township”
(Above statement should be in a font size no less than 12 pt.)**

USE FACILITIES CONTRACT

- User must have a copy of the approved Greenwich Township Use Facilities Contract in their possession at all times during usage dates.
- User agrees to comply with all requirements and prohibitions set forth in Chapter 500 of the Greenwich Township Code.
- Silvestro Lake Park – No swimming/wading/bathing is permitted in the lake. Water activities (Kayaks/Canoes) are allowed at your own risk. *No lifeguard is provided.*
- User is responsible for placing all trash, debris, etc. in dumpsters/trashcans located onsite before vacating the facility.
- User is responsible for cleanup and/or repairs if Township property is damaged. Prevailing overtime wage rate will be charged if additional cleanup/repairs are required by Township.
- Possession of weapons, alcohol, illegal or controlled substances on Township property is prohibited.
- User agrees that all participants must wear any and all safety equipment for the specified sport.
- User agrees that all participants must follow the rules set forth by the national governing body of the specified sport.
- User agrees that all officials must be certified.
- Greenwich Township reserves the right to cancel use if fields / park / streets / roads are in disrepair.
- Parking or driving on fields/parks will be cause for cancellation of use Facilities Contract.
- Fields/Parks may be closed from time to time for maintenance. Recreation or Public Works Department will provide notification as to dates.
- No contract changes will be honored within ten business days of an event.

Organization Representative – Print

Township Representative – Print

Organization Representative – Signature

Township Representative – Signature

Date

Date

TOWNSHIP OF GREENWICH

USE OF FACILITIES AGREEMENT

TOWNSHIP of GREENWICH, a Municipality of the State of New Jersey, hereby agrees to allow:

(Name of Person(s) or Organization)

Hereinafter referred to as "USER", to use the facilities/street/road listed below:

Name & Location of Facility/Street/Road:

Hereinafter referred to as facility for the purpose of:

on the following date(s):

The above USER shall inspect the described FACILITY(IES) prior to the use of the FACILITY(IES) and report any defective, hazardous, or dangerous conditions found at the FACILITY(IES) to:

Robert Schoch, Public Works Superintendent
(856) 224-0373 or bschoch@greenwichtwp.com

TOWNSHIP OF GREENWICH and **USER** shall immediately cease the use of the FACILITY (IES) until such defective, hazardous, or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the TOWNSHIP OF GREENWICH any and all defects, hazards, damages, or dangerous conditions upon or adjacent to the FACILITY(IES).

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) and the Township of Greenwich's Protecting Children Policy applicable to sports leagues and recreation programs which can be reviewed at:

<https://www.greenwichtwp.com/2152/Recreation-Committee>

And:

[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.)

INDEMNIFICATION:

USER shall indemnify, save harmless and defend TOWNSHIP OF GREENWICH, its elected and appointed officials, its employees, agents, volunteers, and others working on behalf of the TOWNSHIP OF GREENWICH, 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 TOWNSHIP OF GREENWICH, 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.

INSURANCE REQUIREMENTS:

Submit proof of general liability insurance, one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate. For all events and/or programs involving minor/youth participants, coverage shall also include a one million dollar (\$1,000,000) Sexual Abuse, Injury, or Molestation (SAM) limit of insurance.

Insurance Certificate (COI) must list the Township of Greenwich, 420 Washington Street, Gibbstown, NJ 08027 as the certificate holder (*N. School St. Athletic Fields/Park must also have a COI issued to: Greenwich Township Board of Education, 415 Swedesboro Road, Gibbstown, NJ 08027*).

The "Township of Greenwich including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers" must be named Additional Insured on the insurance certificate. A copy of the "Additional Insured" endorsement must be attached to the certificate. The Facility User shall not be allowed access to the facility until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Greenwich.

USER shall be required to name the Township of Greenwich 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 Township of Greenwich with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the Township of Greenwich has been designated as an "Additional Insured". The additional insured endorsement must be attached to the certificate. On or before the renewal date of said policy, USER shall be required to provide the Township of Greenwich with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township of Greenwich as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

USE OF FACILITIES AGREEMENT

Signed by an authorized representative of the USER and the Township of Greenwich
on this _____ day of _____, 20_____.

USER – Print

Township Representative – Print

USER – Signature

Township Representative – Signature

Date

Date

WITNESS SIGNATURE

WITNESS SIGNATURE

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 “TOWNSHIP OF GREENWICH”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.

For all events/programs involving minor/youth participants, coverage shall also include a one million dollar (\$1,000,000) Sexual Abuse, Injury, or Molestation (SAM) limit of insurance.

Township of Greenwich shall be named as an “Additional Insured” and a copy of the additional insured endorsement shall be attached to the Certificate.

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 coverage must be licensed by the State of New Jersey and acceptable to the Township of Greenwich. The USER shall take no action to cancel or materially change any of the insurance required under this Contract without the Township of Greenwich’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.

IF YOU DON’T HAVE INSURANCE you can purchase insurance at a discounted rate through the TULIP Program (Tenant Users Liability Insurance Policy) offered through the Township’s Joint Insurance Fund and Gather Guard. Select the venue you want to use from the list below and follow the link to go to the Internet:

Follow the instructions on the website. They will provide you with an insurance certificate after submission of information and payment. A copy of the certificate and additional insured endorsement will be sent directly to the Township.

GATHER GUARD VENUE CODES

1. Silvestro Lake Park – 380 Tomlin Station Road – Venue Code 4990-150
<https://app.gatherguard.com/?v=4990-150>
2. Memorial Park – 1201 Memorial Avenue – Venue Code 4990-151
<https://app.gatherguard.com/?v=4990-151>
3. North School Street Athletic Complex – 61 N. School St. – Venue Code 4990-152
<https://app.gatherguard.com/?v=4990-152>
4. Street Closures / Block Parties/ Parades – Venue Code: 4990-297
<https://app.gatherguard.com/?v=4990-297>

TOWNSHIP OF GREENWICH

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law,

(Name of Individual/Organization)

Address of Individual/Organization: _____

agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Greenwich, its elected and appointed officials, its agents, employees and volunteers, and others working on behalf of the Township of Greenwich from and 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 Township of Greenwich, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Greenwich, by reason of personal injury, including bodily injury or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this contract and any manner relating to the planned event associated with said contract.

Organization Representative – Print

Organization Representative –Signature

Date