

**BOROUGH RUN FUNCTIONS FOR THESE FACILITIES TAKE PRECEDENCE OVER THE APPROVED DATES  
AND TIMES WITHIN THIS APPLICATION**

**BOROUGH OF PEAPACK AND GLADSTONE  
APPLICATION FOR USE OF MUNICIPAL FACILITIES**

Submit this completed application to the Borough Clerk  
Please allow 30 days for approval of the application

DATE OF APPLICATION: \_\_\_\_\_

NAME OF ORGANIZATION/APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME & ADDRESS OF PERSON IN CHARGE DURING USE:

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: (H) \_\_\_\_\_ (C) \_\_\_\_\_

FACILITY REQUIRED:

- |   |  |
|---|--|
| <input type="radio"/> GYMNASIUM/AUDITORIUM        | <input type="radio"/> CONFERENCE ROOM        |
| <input type="radio"/> COUNCIL ROOM                | <input type="radio"/> BALL FIELD             |
| <input type="radio"/> CLASSROOM                   | <input type="radio"/> OTHER BOROUGH PROPERTY |
| <input type="radio"/> OTHER (explain where) _____ |  |

DATE(S) REQUIRED: \_\_\_\_\_

TIME: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNCIL REPRESENTATIVE: \_\_\_\_\_

## FEE SCHEDULE (4 HOUR LIMIT)

GYMNASIUM/AUDITORIUM	\$100.00**
CONFERENCE ROOM #1 OR #3	\$ 50.00*
CLASSROOM	\$ 50.00*
BALL FIELD	\$ 25.00*
OTHER BOROUGH PROPERTY	AS SET BY COUNCIL
*Additional \$10.00 per hour	**Additional \$25.00 per hour

The above fees shall be charged upon submission of completed applications and authorized approval from the Governing Body. Free use of facilities may be granted by the Borough Council upon written request from the following organizations or groups, provided that membership is composed of not less than 75% Peapack & Gladstone residents OR the event or activity is open to all Peapack & Gladstone residents:

Educational Groups  
Youth Services  
Civic, Recreation and Citizen's Associations

The following provisions are to be observed:

1. Use of the facilities is not to interfere with Municipal Operations or Borough Sponsored Programs
2. Use of the facilities must be within the hours of regular custodial service
  - a. Use of facilities for Saturday, Sunday, Holidays or any other time requiring overtime custodial help, shall be charged the extra costs incurred (see enclosed Contract/Request for Overtime Custodial Services Application). Fees for overtime custodial services will not be waived.
3. Organizations or groups must supply their own supervision to restrict activities to the permitted use area and reset the facility for use upon departure.
4. No admission fees are to be charged
5. Certificate of Insurance and executed Hold Harmless Agreement shall be submitted with application

**IN SIGNING THIS APPLICATION, THE APPLICANT CERTIFIES TO THE BOROUGH OF PEAPACK AND GLADSTONE THE FOLLOWING:**

1. If an application is filed on behalf of a group or organization, the Applicant has been authorized by the group or organization to represent it
2. The Applicant has read and understands the Borough Policy on use of Borough facilities and all policies will be followed

Additional Information Required:

3. Is the Organization/Applicant applying for use as a fee-exempt group:  
 Yes     No (Note: Requests for waiver of facilities fees should be made to the Borough Council in writing or by appearance)
4. Is membership of organization open to all citizens of Peapack & Gladstone?  
 Yes     No
5. Is membership of organization composed of at least 75% residents of Peapack & Gladstone?     Yes     No

Participants:

6. Will use of facilities, under this application/permit request, be open to all Peapack & Gladstone residents?     Yes     No
7. Number of participants expected in use of facility: \_\_\_\_\_
8. Will admission be charged?  Yes     No
9. Is a profit anticipated?     Yes     No
10. Funds secured by Organization/Applicant through this use will be totally \_\_\_ or partially \_\_\_ used for the welfare and benefit of the Borough of Peapack and Gladstone, or neither \_\_\_\_  
Explain \_\_\_\_\_
11. Total Number of People using facility:  
Organization/Applicant: \_\_\_\_\_ Audience: \_\_\_\_\_

Intended Use:

12. Please describe the activity for which you wish to use this Municipal facility:

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Signature of Applicant:

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# BOROUGH OF PEAPACK AND GLADSTONE

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CLERK/REGISTRAR

TELEPHONE: 908-234-2250

1 SCHOOL STREET  
P.O. BOX 218  
PEAPACK, NJ 07977

FAX: 908-781-0042

## CONTRACT/REQUEST FOR OVERTIME CUSTODIAL SERVICES

DATE OF REQUEST: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

REQUESTED BY (NAME): \_\_\_\_\_

TYPE OF SERVICE TO BE RENDERED: \_\_\_\_\_

DATE(S) OF SERVICE: \_\_\_\_\_

TIME(S): FROM \_\_\_\_\_ TO \_\_\_\_\_

LOCATION: \_\_\_\_\_

NUMBER OF HOURS \_\_\_\_\_ X \$35.00/hr = \$ \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CONTACT PHONE NO. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IMPORTANT: This request/contract must be accompanied by:

- (1) A completed Application for Use of Municipal Facilities along with proof of insurance and hold harmless agreement as required by the Application
- (2) A check or money order payable to the "Borough of Peapack & Gladstone" in an amount projected to be the cost of the services to be provided. When the service is actually provided resulting in additional funds being required, the organization/contractor shall be billed for the balance. In the event there is an overage, the Borough will refund the difference in a timely manner.

This request for custodial services is submitted with the knowledge that for any event of function, a minimum of three (3) hours will be paid. It is further acknowledged that in the event of a cancellation, the Borough of Peapack & Gladstone must have at least (48) forty-eight hours notice, or the minimum payment will be required.

\_\_\_\_\_  
Signature of person authorized to disburse funds

\_\_\_\_\_  
Printed Name

**AGREEMENT FOR USE OF BOROUGH FACILITIES**

Whereas, Name of Organization or Individual: \_\_\_\_\_  
("Applicant") wishes to make use of the following facilities of the Borough of Peapack &  
Gladstone ("Borough"): \_\_\_\_\_

Now, therefore, in consideration of the mutual covenants and promises of each party  
expressed herein, the Borough and Applicant agree

1. The Borough will make available the facilities identified above on the following date and  
time: \_\_\_\_\_ for the following purpose  
only: \_\_\_\_\_
2. The Applicant agrees to assume all responsibility for any damage to the facilities caused  
by its use. The Applicant, its members, guests, or invitees shall at all times act in a  
prudent manner, observing the good housekeeping practices, and leaving the facilities  
free of debris, damage, or disorder upon completion of the function.
3. The Applicant agrees to conduct its function in such a way that it does not interfere with  
Borough operations.
4. The Applicant has provided a Certificate of Insurance that meets the Borough's  
requirements, a copy of which is attached hereto.
5. The Applicant has executed the Borough's Hold Harmless Agreement for Facilities Use, a  
cop of which is attached hereto.
6. The Applicant has agreed to make the following payments for use of the facilities:  
Facilities Fee: \$ \_\_\_\_\_  
Custodial Services Fee: \$ \_\_\_\_\_ (if applicable)
7. The Applicant's Application is incorporated in and made a part of this Agreement

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

Accepted by Borough: \_\_\_\_\_

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

**\*\*Requests for waiver of facilities fees can be made to the Borough Council in writing or appearance\*\***

## CERTIFICATE OF INSURANCE REQUIREMENTS

### REQUESTED FORMAT AND CONTENT

1. Please use the Standard Accord Certificate form. The following items should be included on the form:
  - a. Name(s) of insurance company(ies)
  - b. Policy numbers
  - c. Effective and expiration dates
  - d. Limits of Liability as provided below
  - e. Signature of a representative of the insurance company
2. The Borough of Peapack & Gladstone, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Borough
3. The Applicant shall assume any and all deductibles or self insured retentions in the insurance policies
4. The Applicant's insurer shall have no right of recovery or subrogation against the Borough and the described insurance shall be primary
5. Any failure by Applicant to comply with the claims reporting provisions of the policy shall not affect coverage provided to the Borough
6. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the Borough Clerk
7. The insurance company must be authorized to transact business in New Jersey

### SPECIFIC LIABILITY INSURANCE REQUIREMENTS

The Applicant shall obtain at its own cost the following insurance:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, 2,000,000 products and completed operations annual aggregate; \$1,000,000 personal injury and advertising injury and \$2,000,000 general policy aggregate
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, non-owned and hired automobiles
3. **Professional Liability:** \$1,000,000 each claim/annual aggregate limit of liability. Policies may be written on a claims-made basis
4. **Workers' Compensation:** Statutory coverage in compliance with the Compensation Laws of the State of New Jersey. Coverage shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease-policy limit, \$1,000,000 each employee
5. **Excess Insurance/Umbrella:** \$1,000,000 each occurrence/aggregate

**HOLD HARMLESS AGREEMENT**

Name of Organization or Individual: \_\_\_\_\_  
(the "Applicant")

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name & Title of Organization's Representative: \_\_\_\_\_

Applicant agrees to indemnify and hold harmless the Borough of Peapack & Gladstone, the Borough of Peapack & Gladstone's officials, officers, agents, servants, representatives, and employees harmless from and against any claims, liability, damages, costs or expense of every kind and nature arising from or in connection with the Applicant's use of Borough facilities, including injuries to persons (including death) or damage to property. The Applicant shall use counsel reasonably acceptable to the Borough of Peapack & Gladstone in carrying out its obligations under this section. The Applicant shall reimburse the Borough of Peapack & Gladstone for any and all damages to real or personal property of the Borough of Peapack & Gladstone caused by the acts of the Applicants or its employees, servants, representatives, agents, licensees, members and guests. The Applicant's duties under this section shall remain fully in effect and binding, without being lessened or compromised in any way, even where the Borough of Peapack & Gladstone is alleged or is found to have contributed to the acts giving rise to claim except to the extent the claims shall occur as a result of the willful misconduct, whether by act or omission, or the sole negligence of the Borough. The Applicant shall carry and maintain insurance in accordance with the insurance requirements of the Borough's Application for Use of Municipal Facilities. The rights provided in this section for the benefit of the Borough of Peapack & Gladstone shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.

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

Printed Name: \_\_\_\_\_

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

## **POLICY FOR THE USE OF MUNICIPAL FACILITIES**

The Borough Council authorizes the Chairman of the Buildings and Grounds committee and/or his or her designee to permit the use of this facility by organizations, groups or individuals subject to the provisions which follow

Applications and fees shall be submitted to the Borough Clerk.

### GENERAL CONDITIONS

1. All requests for use of facilities by any organization, group or individual are to be submitted to the Borough Clerk's office, on the proper form with all information supplied. Applicants should allow 30 days for approval of the Application.
2. Regular Council activities will have priority for all space. All applications will be processed according to date of receipt of the application.
3. The granting of a permit for the use of one part of the building or grounds covers no privileges for the use of any facilities other than those stated in the permit. It does not include any other time or times for preparation or rehearsal unless specifically permitted.
4. A permit is not transferable; if the event is to be cancelled, the applicant should notify the Borough Clerk's office at least forty-eight (48) hours in advance of the date reserved. No refund of fees will be given if cancellation occurs within 48 hours of the scheduled event.
5. Violation by a permit holder, of any of the regulations governing the use of the building or grounds may be cause for the cancellation of all existing permits and the denial of any future permits.
6. Special permission must be obtained for decorating, installing scenery, moving furniture, use of unusual equipment, materials or devices, etc. Pianos are not to be moved.
7. Organizations/Applicants wishing to bring unusual equipment, materials, devices and/or animals into the building or on the premises must first present, in writing, proper insurance coverage with a "save harmless" clause protecting the Borough before approval is given.
8. Scenery, decorations or equipment provided by the holder of a permit must be removed from the building promptly after the performance so as not to interfere with

other activities. If there is a delay, the removal will be made by the Borough at the expense of the permit holder.

9. A custodian is required to be on duty during the hours of use of the building. Evening affairs are to terminate by 9:00pm unless special arrangements have been made in advance. Complete vacating of the facilities is to be made according to the terms of the permit. Departure time after use should be included in use hours applied for.
10. No smoking is permitted within the Municipal Complex
11. No alcoholic beverages will be permitted on the premises at any time. Any violation of this rule by any organization will prohibit future use.
12. The Borough Council and its authorized representatives shall have full and free access to the premises at all times.
13. If the application is approved, the applicant and/or organization responsible will assume responsibility for orderly and careful use of the Borough facilities. It is agreed that the applicants assume liability for damage or loss of property that may accrue. It is understood that the applicant will hold the Borough of Peapack & Gladstone harmless from claims arising out of the use of the building or grounds, for the function being sponsored, on the specified date or dates according to the terms of the Borough's Hold Harmless Agreement. The sponsoring organization/applicant shall furnish a certificate of insurance as set forth in the Certificate of Insurance Requirement.
14. The Borough Council reserves the right to deny any and all applications or alter the prevailing rules and regulations, including waiver of any applicable fees, whenever the Council on advice of its Buildings and Grounds Committee or otherwise determines that proper janitorial service cannot be scheduled or secured, when rates would put an undue hardship on local organizations, when special conditions prevail, or whenever such decisions are deemed advisable.

#### LIMITATIONS ON USE

1. Since the Borough is charged by law with the responsibility of municipal facilities, it must reserve the final right to deny the use of the facilities when the Council deems it necessary in the public interest.
2. Organization/Applicant will conduct orderly events and such gatherings are not to incite others to disorder.
3. Any event conducted in a Borough facility or on Borough property shall not discriminate against other groups or individuals by reason of race, creed or color or

any other basis prohibited by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq

4. No Borough facility, building or grounds will be used for an unlawful purpose.
5. Gambling, games of chance, raffles and lotteries as prohibited by law are not permitted
6. Use of the gymnasium requires use of proper footgear to prevent damage to floors. No baseball batting practice is permitted in gymnasium unless directly run by the Borough Recreation commission. Unauthorized use of gymnasium apparatus is strictly forbidden.
7. Facilities shall not normally be used for parties or celebrations which are essentially private in nature; this exclusion includes birthdays, anniversaries, and other similar parties
8. No programs of the official Recreation Department of Peapack & Gladstone are to be held unless they are supervised with adequate numbers of recreation personnel
9. No signs, banners, pennants, placards or similar items of advertisement are to be placed on the building without consent of the Buildings and Grounds Committee
10. No ticket selling for any other event, or the sale of merchandise or food, is permitted without written approval on the permit
11. No Organization/Applicant that limits membership in or attendance at its events on a basis of race, color, or as otherwise prohibited by the New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et seq. shall be allowed to use the municipal building or grounds
12. Sunday usage is discouraged and will only be permitted under extraordinary circumstances
13. Normal permitted use of a facility is not to exceed four (4) hours from the time of entry to the building closing. Any additional time for set-up, preparation, or extended exhibit will be charged at prevailing rates for extra personnel services and space used. Custodial fees are included in rental fee on week days only. All rental fees are subject to additional charges for overtime on Saturday or Sunday use or in the event that the normal closing hours of the building are extended because the building has not been timely vacated. A Contract/Request for Custodial Services application and appropriate fee must accompany the Use Application when hours of use are outside normal business hour operations. Custodial services include opening and closing of the building, operation of lights (no theatrical lighting), heating of the building and

operation of ventilation, equipment. Normal clean-up is the responsibility of the permit holder. Custodians will not be required to help load or unload equipment.

14. Special request for use of the facility for less than four (4) hours and for an hourly rate may be considered if special circumstances prevail. Applications should make note of why special consideration should be given if special consideration is being requested.

## **SPECIAL CONDITIONS**

1. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules or regulations of the Borough Council, the permit is subject to immediate cancellation. Upon notice by a duly authorized agent of the Council, such activity is to cease and desist. The Borough Council and its agents are to be held harmless of any expense or losses incurred by the Organization/Applicant due to the required cessation of use of the facilities.

## **RESPONSIBILITY**

1. Any Organization/Applicant using the facilities is responsible for any damage above normal wear and tear and is expected to:
  - a. Make necessary arrangements for a representative of the Organization/Applicant to be present, with the permit, during the time the facility is used. This representative is to make himself known and present the permit to the Council personnel for verification. He is to be responsible for the use of the facility.
  - b. The Applicant's representative is to insure, with the Council representative, that:
    1. Exit doors are free from obstruction in the area being used
    2. Exit lights are turned on
    3. Locations of extinguishers are known
    4. Fire, Police and Municipal rules and regulations are observed