



**RECREATION PARK & FIELD
FACILITIES USE REQUEST APPLICATION**
Non-Profit Organizations & Private Events ONLY
Submission required at least 30 Days Prior to Event
Call 973-292-6717 or e mail rec@townofmorristown.org

Morristown Recreation Division
200 South Street, 3rd Floor
Morristown, New Jersey 07960
973-292-6717

Date of Application: _____

Organization: _____

Business Address: _____

Name of Group Representative(s): _____

Phone (Cell/Business): _____ Contact Phone for Public: _____

E-mail: _____ Organization Website: _____

Are you a Non-Profit? YES NO ****Supporting Documents Proving Non-Profit status are required at the time this application is submitted.**

USE DETAILS

Title of Event _____

Purpose: _____

Event Date(s): _____

Start Time: _____ End Time: _____ Set Up Start Time: _____ Breakdown End Time: _____

Estimated Attendance: _____ Participant Age Range: _____

PARKS REQUESTED:

- Budd Street Park Early Street Garden Jacob Ford Park Pocahontas Park
 Burnham Park Footes Pond Jersey Avenue Park Speedwell Avenue Park
 Cauldwell Park Gramby Park Lidgerwood Park Victor Woodhull Park
 Elliott Street Park Harrison Street Park

Check All that apply:

- Field
 Picnic Area
 Gazebo/Pavillion

HQ's Patriots Plaza requires HQ's Plaza approval. Contact: Ken Nilsen, Sr. Property Mgr: Kenneth.Nilsen@nmrk.com

Vail Mansion Lawn requires additional Condo Association approval. Contact mgunness@taylormgt.com

Will you be cooking or serving food? YES NO If Yes, please contact the Health Division at 973-796-1975 for Permit.

Will you be using a generator? YES NO

Will any beer and/or wine be present? **Other forms of alcohol are strictly prohibited.** YES NO

If yes, a permit for Wine and/or Beer Consumption is required. Complete the attached form and submit with this application. Add'l Insurance Required.

ADDITIONAL EVENT NOTES

INSURANCE ACKNOWLEDGEMENT

Applicant must submit a valid Insurance Certificate, identifying the Town of Morristown as certificate holder and a Hold Harmless Agreement.

Name of Insurance Carrier: _____

Policy Number: _____

A Certificate of Insurance, naming the Town of Morristown as Certificate Holder and Additional Insured must be attached. The combined single limit liability should be no less than \$1,000,000.00. Also, a Hold Harmless Agreement in favor of the Town of Morristown shall be noted on the Certificate as “**HOLD HARMLESS/INDEMNIFICATION CLAUSE: The Insured will protect, defend, indemnify and hold harmless the Certificate Holder from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or completed operations provided that any such claims, damages, loss or expense is attributable to or destruction of the tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Insured.**”.

RULES & REGULATIONS

The named representative of this organization shall be the person responsible for enforcing the Rules and Regulations for park facilities of the Town of Morristown. The representative shall also be responsible for enforcing any Special Conditions issued under the Facility Use Permit. He/she shall be personally responsible for making all necessary arrangements with the Town of Morristown, and shall certify same by signing this application. **Failure to abide by the Park Rules and Regulations, Special Park Policies, and any Special Conditions of the permit can result in immediate loss of permit privileges and event cancellation.** Please note that all approved organizations using Morristown Parks and Facilities must have a copy of the Town's permit approval letter in their possession.

Rules Regarding Use of Parks and Recreation Facilities in Morristown:

- 1) Activities must be recreational, educational, cultural, or for civic purposes.
- 2) Use of fields and facilities will be withheld for events not related to general public welfare and to any organization not specifically organized in the best interests of the residents of Morristown.
- 3) A responsible person must be present to supervise the activity during the entire time the field or facility is in use and shall possess a copy of the facility use permit.
- 4) **POSSESSION AND/OR DRINKING OF ALCOHOLIC BEVERAGES, BEER, OR WINE ON ALL MUNICIPAL PARKS AND RECREATION AREAS AND FACILITIES IS STRICTLY FORBIDDEN.**
- 5.) Any person, persons, team, or organization causing intentional damage to any field or facility will lose the privilege of the use of the field. **INSURANCE & OTHER REQUIREMENTS:** Group, organization or team applicants for a Parks & Recreation Facility Use Permit must present evidence of liability insurance protection a minimum of sixty days prior to the permit start date. The coverage shall be in the minimum amount of \$1,000,000, combined single limit. The required Certificate of Insurance must specifically name the Town of Morristown as both the “Certificate Holder” and as an “Additional Insured” for the activity. Electronic filing of this Certificate may be required. If the applicant will be bringing vehicles onto the Town's property (other than a designated parking lot) the applicant must also provide a Certificate of Insurance indicating coverage for Automobile Liability Insurance for “Owned, Hired, and Non-Owned” vehicles. If the applicant will be using or assigning paid employees or contractors to attend, supervise, instruct, or lead the activity at the facility it is applying to reserve, then the applicant shall also provide proof of Workers Compensation Insurance being in effect for the period of the reserved use. This includes all contract employees Workers Compensation must be under their company name. All applicants are required to furnish, at the time of application, a complete list of the names, home addresses, and telephone numbers of all officers of the organization. If a Park & Recreation Facility Use Permit is requested for adult athletic team play, the organization must also supply at the time of application, a complete roster of the names, home addresses, and telephone numbers of each member of the applicant's team. Overall participant rosters will also be requested from independent organizations and clubs sponsoring youth athletic programs. This application will not be considered complete, and final approval will not be issued, until the Town of Morris receives the required Certificate of Insurance and all required documents. The Town of Morristown reserves the right to require the applicant provide, at its own expense, security personnel, sanitation equipment and facilities, or other services necessary to guarantee the public health and welfare.

FEE(S) ACKNOWLEDGEMENT

PUBLIC SAFETY AND PUBLIC WORKS:

The Morristown Police Bureau reserve the right to invoice any party that requires Public Safety assistance. The Permit Holder is responsible for any and all fees associated with trash, recycling, use of traffic control services and for any container lost or not returned. Additionally, the Town reserves the right to deny a request for this reason.

LIDGERWOOD & CAULDWELL PARK KEY FEE AGREEMENT & DISCLAIMER (For Park Permit Holders Only)

- The Permit Holder is responsible for Key(s) issued under this Agreement.
- The Key (s) should not be provided by the Permit Holder to any third-party.
- A \$50 Key deposit must be left at the time of Key pickup and will be forfeited if the Key(s) are not returned in accordance with the terms of this agreement.- The Permit holder is required to return all Keys to the Morristown Recreation Office, the next business day following the scheduled event and is required to sign Key return portion of this agreement to receive the deposit.

APPLICANT CHECKLIST & CERTIFICATION

- Have you obtained and submitted Certificate of Liability Insurance?
- Is your site set up plan submitted?
- If a facility key is required, have you paid the \$50 Key deposit?
- If food will be cooked or sold on premises, have you obtained a Health Permit?
- If you have beer and/or wine, have you applied for the permit? (see attached application) **additional insurance is required.
- Is your application signed?

CERTIFICATION (required) - Application must be signed or it will not be accepted. I have read the Rules and Regulations and applicable special park policies, responsibilities, and guidelines of the Town of Morristown governing the use of park and recreation facilities. I hereby agree to abide by and enforce them. I further agree to protect, indemnify, and hold harmless the Township of Morris from and against any and all losses, claims, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations including any such claims for damage, loss, or expense resulting in bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property, including the loss of the use resulting therefrom, and which is caused in whole or in part by any negligent or willful act or omission by the applicant. I, as the official representative of the applicant, agree that while we use Township facilities for practices, games, tournaments, and events that we will comply with the American with Disabilities Act. Signature of the applicant on this application binds the applicant and the organization to abide by the rules set forth in this application.

Applicant Print & Sign: _____

Date: _____

****DO NOT WRITE BELOW THIS LINE****
OFFICIAL USE ONLY

Date Application Received: _____

Approved Denied

Recreation Superintendant (print & sign): _____

ADMINISTRATIVE COMMENTS



Division of Recreation
200 South Street, 3rd Floor
Morristown, New Jersey 07960
Tel: 973-292-6717
www.townofmorristown.org

Submit Permit Application to rec@townofmorristown.org

PERMIT FOR BEER AND/OR WINE CONSUMPTION

Organization Name and Contact Person: _____

Organization Address: _____

Phone (Cell/Business): _____

E-mail: _____ Time(s) of Event: _____

Requested Location: _____

Date of Event: _____ Rain Date: _____

Pursuant to Article 26, Section 26.4 of the Morristown Park Ordinance, this shall entitle the above to consume beer at the location and date specified, providing strict adherence to Local and State statutes is maintained. The named individual or sponsoring organization assumes full responsibility for compliance to these laws, including those governing:

- A. Prohibition of alcoholic beverage consumption by minors
- B. Disorderly Conduct
- C. Littering
- D. Prohibition of glass containers on public park lands.

Failure to comply with Local and State Statutes may result in legal action against the sponsoring representative and organization.

NOTE: BEER AND WINE ONLY. OTHER FORMS OF LIQUOR ARE STRICTLY PROHIBITED.

Applicant Print & Sign: _____ Date: _____

Recreation Manager: _____ Date: _____

Business Administrator: _____ Date: _____



HOLD HARMLESS AGREEMENT

1. "I/We/Me/My", shall mean one of the following:

AN INDIVIDUAL: Name _____

or

AN ORGANIZATION: Name _____

2. "You/Your" shall mean the municipal corporation known as the Town of Morristown, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date: _____

Site: _____

Hours Site is needed: _____ a.m./p.m. to _____ a.m./p.m.

Activity to be held (describe in detail):

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person **present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.**

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:

a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;

b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I Will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property:

d.) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

e.) I will provide proof of Liquor Liability/Host Liquor Liability Insurance in an amount not less than \$1 million per occurrence for the activity to be held on Your property. I will also provide a Certificate of Insurance showing Liquor Liability/Host Liquor Liability Insurance in the above stated amount and include You as Additional Insured.

7. I also agree that where the municipal officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this paragraph is applicable to the activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A", according to A.M. Best. Said policy shall be in an amount of not less than one million (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance. I agree that you will be listed as the Certificate Holder on the Certificate of Insurance and that I will also supply the Endorsement to my insurance policy that states you are included as an Additional Insured.

Applicable Not Applicable

In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.

8. (Applicable to Corporations Only) I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold-Harmless.

9. LEGAL SIGNATURE

a. Individual: _____

OR

b. Individual _____ ON BEHALF

OF

OR (ORGANIZATION)

c.. Individual: _____ Title: _____

On behalf of _____ Corporation

Address of Individual, Organization or Corporation: _____

Home Phone and Work Phone: _____

Signature of Person on behalf of the Municipality: _____ Title: _____

CORPORATE ACKNOWLEDGEMENT
STATE OF NEW JERSEY, COUNTY OF MORRIS

I CERTIFY than on : _____, 20 _____ personally came before me and this person acknowledged under the oath, to my satisfaction, that:

a.) This person is the _____ of _____ the corporation names in the attached document.

b.) This person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the _____ of the corporation.

c.) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors.

d.) this person knows the proper seal of the corporation which was affixed to this document, and,

e.) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____, 20 _____

Certifying Signature: _____

Outside Organizations include: **Profit-making organizations, Non-Profit organizations of such size or structure as would normally carry its own insurance, or any organization that does, in fact, carry its own insurance. Events which present a special exposure (fireworks display, concerts, etc. - \$1 million coverage and Hold Harmless Agreement.**

USE OF RECREATION FACILITY CHECKLIST

1. Hold harmless signed and dated in favor of the Town of Morristown,
2. Evidence of general liability insurance (certificate of insurance).
3. The certificate of insurance should be checked for the following items:
 - The "Insured" should read the same as the "Applicant".
 - The "Insurance Company" should be shown in the "Company Affording Coverage" section.
 - Under the "General Liability section of the certificate the following items should be checked (X).
 - * Comprehensive Form or Premises/Operations
 - * Contractual Liability
 - * Liquor Liability/Host Liquor Liability (if liquor is being served)
 - The general liability policy number should be shown on the certificate.
 - The policy "effective" and "expiration" dates should be shown.
 - The "event" date must fall within the policy "effective" and "expiration" dates; otherwise, the insurance will expire before the event.
 - The minimum limits of liability to be shown on the certificate is \$1,000,000 combined single limit for bodily injury and property damage per occurrence and in the aggregate.
 - For profit making organization and larger non-profit corporations/associations the preferred limit is \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 in the aggregate.
 - In the "Description of Operations" section, the Town of Morristown should be included as "Additional Insured" as respects to use of the Town of Morristown's facility.
 - The "Certificate Holder" section should show the full name and address of the Town of Morristown.
 - The certificate must be signed by an "authorized representative" from the renter/user's insurance company.