

TOWN OF CLINTON

INCORPORATED APRIL 5, 1865

43 Leigh St., P.O. Box 5194

Clinton, N.J. 08809-5194

(908) 735-8616 FAX (908) 735-8082

FACILITY USE AGREEMENT FOR USE OF MUNICIPAL PROPERTY

The Town of Clinton (“Owner”) and the Facility User agree to lease the municipal facility/property indicated below in accordance with the terms and conditions, as follows:

<u>Owner:</u>	<u>Town of Clinton</u>	<u>Facility</u>	
		<u>User:</u>	
	<u>43 Leigh Street</u>	<u>Address:</u>	
	<u>Clinton, NJ 08809</u>	<u>Phone:</u>	
		<u>E-Mail:</u>	

Municipal Facility/Property:

	Council Meeting Room	43 Leigh Street – 2 nd Floor
	Historic Meeting Room	47 Leigh Street – 1 st Floor

Municipal Parking Lots

The diagram illustrates the study area with six numbered locations. On the left side, there is a vertical stack of three rectangular boxes. The top box is labeled 'Municipal Building (#1)', the middle box is labeled 'Lower Center Street (#2)', and the bottom box is labeled 'Water Street (#3)'. On the right side, there is another vertical stack of three rectangular boxes. The top box is labeled 'Community Center (#4)', the middle box is labeled 'Hunts Mill Park (#5)', and the bottom box is labeled 'DeMott Pond (#6)'. The boxes are arranged in two columns, with the left column containing three boxes and the right column containing three boxes.

Recreation Facility/Property:

Community Center

	Indoor Basketball Court
	Gebhart Field

63 Halstead Street

- Outdoor Basketball Court
- Tennis Court

Hunts Mill Park

11

30A Haver Farm Road

7

☐ Baseball Field

☐ Soccer Field

☐ Softball Field

☐ Parking Area

☐ DeMott Pond

West Main Street

☐ Other _____

Single Date of Use

Date of Use _____, 20____

Event Start Time _____AM____PM

Event End Time _____AM____PM

Recurring Dates of Use

☐ Daily ☐ Weekly ☐ Monthly

☐ Sunday ☐ Monday ☐ Tuesday
☐ Wednesday ☐ Thursday ☐ Friday
☐ Saturday

Event Starting Date _____, 20____

Event Ending Date _____, 20____

Event Starting Time _____AM____PM

Event Ending Time _____AM____PM

Declared Use of Space

FEES: There are currently no fees to use any of the “Municipal Facilities/Properties”. However, there are fees required to use “Recreation Facilities/Properties”. For the current Recreation Facility Use Fee Schedule, please contact the Town of Clinton. To see the current fees, please visit the Town’s website by clicking [here](#).

GENERAL TERMS AND CONDITIONS

Possession and Use

The Owner shall give possession of the municipal facility/property listed above for the Term indicated. The Facility User shall take possession of and use the facility/property for the purpose stated above. The Facility User may not use the facility/property for any other purpose without the written consent of the Owner. The Facility User shall not allow the facility/property to be used for any unlawful or hazardous purpose.

No Assignment or Subletting

The Facility User may not do any of the following without the Owner’s written consent:

- a) Assign the Lease,
- b) Sublet all or any part of the facility/property, or
- c) Permit any other person or business to use the facility/property.

Facility Use Fee

Facility User shall pay the Facility Use Fee to the Owner at the Owner's address **14 days prior** to specific use date.

Acceptance of Municipal property

The Facility User has inspected the facility/property and agrees that the property is in satisfactory condition. The Facility User accepts the facility/property "As Is". A pre-inspection form has been supplied to the Facility User to notate any damage or concerns with the facility/property prior to accepting the terms of the lease.

Liability of the Owner and Facility User

The Owner shall not be liable for injury or damage to any person or property arising out of the Facility User's use of facility/property. Upon agreement of the facility/property use, the Facility User must provide a Certificate of Insurance naming the Town of Clinton as an additional insured (meeting the attached limits), as well as sign an Indemnification and Hold Harmless Agreement. Refusal of signature will terminate any and all agreements of facility/property usage. The Facility User is liable for any loss, injury or damage to any person or property caused by any alleged or actual negligence of the Facility User or the Facility User's directors, officers, employees, volunteers, vendor's guests and invitees and recommend they supply their own coverage for their event.

Indemnification and Hold Harmless Agreement

The Facility User agrees to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

Alcohol

Alcohol is prohibited to be consumed at any time at any municipal facility/property unless specific approval is granted by the mayor and Council via resolution at a public meeting. Should this approval be granted by the Town, the indemnification and hold harmless agreement apply to any claims for bodily injury, property damage, automobile liability, workers compensation and personal injury liability arising from the sale, distribution, serving or consumption of alcohol at the event. The indemnification and hold harmless includes any claims arising from the sale, serving, distribution or consumption of alcohol to underage (age 21) persons. All alcohol must be kept within the confines of the facility/property. Depending on the nature of the event being held, the Facility User is still required to adhere to any regulations/restrictions imposed by the State of New Jersey Division of Alcoholic Beverage Control. All service of alcohol during terms of the above lease is the sole responsibility of the Facility User and must be properly insured (as stated above via certificate of insurance), by the Facility User and verified by the Owner prior to acceptance of terms of the lease.

Utilities and Services

The Owner shall provide all utilities and services required for the facility/property (when applicable), which include the following:

- a) Heat
- b) Hot and cold water
- c) Electric
- d) Gas
- e) Air Conditioning.

Facility User's Compliance

- (a) Promptly comply with all laws, orders, rules and requirements of governmental authorities.
- (b) Maintain the facility/property and all equipment and fixture in good repair and appearance.
- (c) Maintain the facility/property in a neat, clean, safe and sanitary condition, free of all garbage.
- (d) Do nothing to destroy, deface, damage or remove any part of the facility/property.
- (e) Keep nothing in the facility/property which may be flammable, dangerous or explosive or which might increase the danger of fire or other casualty.
- (f) Avoid littering in the building or the surrounding grounds and parking lot(s) as applicable.

- (g) Maximum occupancy varies depending on the facility/property in question. It is recommended that you consult the Town of Clinton to verify the occupancy amount. **An excess of occupancy will give the Owner the right for immediate termination of the lease, which includes the loss of security deposit and facility use fees.**
- (h) Facility User will be responsible for all guests and their actions during the use.
- (i) Free standing decorations only. No decorations of any type will be attached to the walls, ceilings, or other part of the building in any way.
- (j) No confetti or smoke machines.
- (k) Facility User is responsible for ensuring all lights are turned off and the door is locked upon departure.
- (l) Facility User is responsible for general clean-up of the facility used, including removal of all food, decorations (as applicable) and trash.

End of Term

At the end of the Term, the Facility User shall

- (a) Leave the facility/property clean,
- (b) Remove all the Facility User's property,
- (c) Return the facility/property to the Owner in the same condition is it was originally accepted.

If the Facility User leaves any property in the facility/property, the Owner may

- (a) Dispose and charge the Facility User accordingly, or
- (b) Keep it as abandoned property.

Binding

This Lease binds the Owner and the Facility User and all parties who lawfully succeed to their rights or take their places.

Signatures and Application Remittance

The Owner and the Facility User agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

For all application for "Municipal Facilities/Locations, please remit completed application to the Town of Clinton Municipal Clerk, Ceil Covino, at 43 Leigh Street, Clinton, NJ 08809, or e-mail the Municipal Clerk, Ceil Covino at ccovino@clintonnj.gov.

For all application for "Recreation Facilities/Locations, please remit completed application to the Town of Clinton Recreation Commission, at 43 Leigh Street, Clinton, NJ 08809, or e-mail Councilman Kyle Perloff kperloff@clintonnj.gov.

Owner's Name (Print)

*Facility User's Name (Print)

Owners Signature

Date

Facility User's Signature

Date

*For electronic signatures, please type your name under "Facility User's Name" above and select the check box below to acknowledge the following:

I, _____ for this Facility Use Agreement for Use of Municipal Property, warrant the truthfulness of the information provided in this application.

Acceptance Checkbox - _____

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

The Town of Clinton reserves the right to cancel this contract if the Facility User is not in full compliance of the contract terms.

Town of Clinton

Insurance Requirements

TIER A CATEGORIES – HIGH/MEDIUM RISK (Parades, Marathon event, Cycling event, Fireworks display, Hot Air Balloon, Wagon Rides, Bounce Houses or inflatables, Amusement Rides, Petting Zoos, Alcohol Sales or consumption, Day Camps, Sporting Leagues, Pyrotechnics, Helicopter experience, Pony Rides, Food Truck Vendors, Food Vendors (no alcohol), Exercise/Fitness/Dance Class, Music & Entertainment, Beverage Truck (no alcohol), Fishing Derby, Sports Coaching, Dunk Tank, Art Classes)

- A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.
- C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:
 - a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:
 - i. Bodily Injury and Property Damage Liability \$1,000,000 each occurrence
 - ii. Personal Injury Liability: \$1,000,000 each occurrence
 - iii. Products/Completed Operations: \$1,000,000 each occurrence
 - iv. Medical Payments: \$10,000
 - v. General Annual Aggregate: \$2,000,000
 - b. Commercial General Liability coverage shall contain:
 - i. No Cross Liability or Cross Suits exclusions or limitations.
 - ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
 - iii. Waiver of Subrogation.
 - c. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
 - d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.
 - i. Part A – Statutory benefits
 - ii. Part B - \$100,000 each employee disease/\$500,000 policy limit/\$100,000 each accident
 - e. Professional Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

f. Liquor Law Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.

E. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.

TIER B CATEGORIES – LOW RISK (Face Painting, Clowns, Jewelry sales, Home goods sales, Crafters, Business promotion booth.)

A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.

B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.

C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:

a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:

- i. Bodily Injury and Property Damage Liability \$500,000 each occurrence
- ii. Personal Injury Liability: \$500,000 each occurrence
- iii. Products/Completed Operations: \$500,000 each occurrence

b. Commercial General Liability coverage shall contain:

- i. No Cross Liability or Cross Suits exclusions or limitations.
- ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
- iii. Waiver of Subrogation.

c. Commercial Automobile Liability insurance coverage with minimum limits of \$500,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles

d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.

- i. Part A – Statutory benefits
- ii. Part B - \$100,000 each employee disease/\$500,000 policy limit/\$100,000 each accident

e. Professional Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

f. Liquor Law Liability Coverage (if applicable) with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.

- D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.
 - E. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.
 - F. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.
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TIER C CATEGORIES – RESIDENT REQUIREMENTS

Residents shall provide the Town of Clinton no less than five days prior to the date of use of any Town facilities evidence in the form of a certificate of insurance for personal liability insurance coverage conditioned below:

- A. Any and all applicable insurance coverage purchased by the Applicant(s) shall use Insurers with a minimum of A.M. Best rating of A-VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 Certificate of Insurance or its equivalent shall not in any way relieve applicant from any liability or diminish their obligations to maintain insurance coverage.
- C. The Town of Clinton reserves the right to deny access to town facilities to applicants that do not provide evidence of personal liability insurance coverage.
- D. Should any applicant hire outside vendors to perform services or functions relating to the use of Town of Clinton facilities, the applicant should obtain evidence of the vendor's insurance in accordance with the provisions outlined in Tier A & B. for their own protection.