

**APPLICATION FOR USE OF BOROUGH RECREATION FACILITIES**

**MADISON, NEW JERSEY 07940**

**PERMIT NO.:** \_\_\_\_\_

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

**All applications must be submitted to the Borough of Madison at least thirty (30) days prior to requested use.**

The organization or individual applying for the use of the Borough of Madison’s facilities shall be referred to as the “Applicant.”

The Borough of Madison and any Department of the Borough shall be referred to as the “Borough.”

**The Applicant hereby makes application for the use of:**

<b>Facility</b>	<b>Facility Address</b>	<b>Date</b>	<b>Start Time</b>	<b>End Time</b>

**(If additional space is required, attach list.)**

**Will there be an audience? YES / NO**                      **If yes, estimated number:** \_\_\_\_\_

**Will an admission or fee be charged? YES / NO**      **If yes, please list the amount:** \_\_\_\_\_

**If this application is granted to:** \_\_\_\_\_

(Name of Organization or Individual)

**Applicant agrees to:**

1. Assume all liability for and to indemnify and hold the Borough, its respective members, officers, agents, contractors, servants, employees, volunteers, guests, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including but not limited to reasonable attorney’s fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the Applicant, its members, officers, agents, contractors, servants, employees, volunteers, guests, licensees, or invitees related to its use of the Borough’s facilities, including but not limited to, the Applicant’s use of any portable equipment. The Borough, its respective members, officers, agents, contractors, servants, employees, volunteers, guests, licensees or invitees are not liable and may not be held responsible for any loss that occurs before, during, or after the Applicant’s use of the facility. In addition, the Borough, its respective members, officers, agents, contractors, servants, employees, volunteers, guests, licensees or invitees are not liable for any theft or any loss of property or equipment incurred by the Applicant, any organization or individual. The Borough, its respective members, officers, agents, contractors, servants, employees, volunteers, guests, licensees or invitees are (a) not liable for failure to perform or fulfill its contractual obligation for any reason within or beyond the Borough’s control and (b) not liable for damages, loss, or injury for any reason within or beyond the Borough’s control.

2. In the event that an action or proceeding is brought against the Borough by reason of any such claim, the Applicant, upon notice from the Borough, covenants to resist or defend, at Applicant's expense, such action or proceeding by counsel reasonably satisfactory to the Borough.
3. Assume full responsibility for damage to persons and property and to pay for any and all other damages incurred as a result of the acts or omissions of the Applicant, its members, officers, agents, contractors, servants, employees, volunteers, guests, licensees or invitees. The Applicant must present an insurance certificate guaranteeing proper liability coverage of at least \$500,000 combined single limit for bodily injury and property damage per occurrence and \$1,000,000 in the aggregate. The Borough shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Borough prior to the Applicant's use of the facilities. If the Applicant is a (a) profit-making organization; (b) a non-profit organization of such size or structure as would normally carry its own insurance; or (c) an organization that does, in fact, carry its own insurance then Applicant must present an insurance certificate guaranteeing up to \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 in the aggregate. The Borough shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Borough prior to the Applicant's use of the facilities. **The endorsement clause must state the following and only the following: The Borough of Madison is hereby designated as an additional named insured hereunder.**
4. The Applicant states that the activity listed above will not include the consumption of alcoholic beverages.
5. Assume responsibility for preserving order at the Borough facility during its use of the facilities, for all fees in connection with the Applicant's use of the facilities, including when necessary, custodial fees and security fees.
6. Observe and adhere to all of the Borough's ordinances, rules, policies and regulations governing the use of the Borough's facilities as set forth in the Borough's ordinances, rules, policies and regulations. The foregoing ordinance, rules, policies and regulations are as much a part of this application and agreement as if they were attached hereto. Any violation of these terms and conditions may result in the immediate expulsion of the Applicant from the Borough's facilities.
7. Maintain the facility in a clean and orderly fashion, keeping it clean during its use and returning it to the Borough in a clean and damage-free condition. Applicant agrees to be financially responsible for any damage or loss caused to the Borough facility or equipment.
8. If the Borough facility is closed due to inclement weather or for any other reason, Applicant's event/function shall be cancelled.
9. All charges for the use of Borough facilities will be paid in advance of the Applicant's use of the facilities.
10. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Applicant and approved by the Borough at least seven (7) days in advance of the date scheduled for the use of facilities.
11. I, \_\_\_\_\_, have read and hereby represent that the Applicant shall comply with any and all terms and conditions of this Agreement and with of the Borough's ordinances, rules, policies, and regulations.
12.  The Applicant has provided the aforementioned required certificates of insurance to the Borough.

Please check box. Certificates of insurance must be submitted in advance of use of facilities.

Print Name of Applicant: \_\_\_\_\_

**Organization will be billed for facility use.**

**Total Rental Fees Due:** \_\_\_\_\_

**Security Deposit Due (15% of Total Rental Fees):** \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position with Organization Named Above:** \_\_\_\_\_

**Applicant's Address:** \_\_\_\_\_

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

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**Borough Administrator Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**cc: Business Office**  
**Applicant/Applicant**