

Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, New Jersey 08097

APPLICATION FOR USE OF THE WOODBURY HEIGHTS COMMUNITY CENTER

Today's Date: _____

Type of Event (explain): _____

Facilities Requested: _____ Gymnasium _____ Kitchen _____ Meeting Room

Date(s) Requested: _____

Time(s) of Event: _____

Application is hereby made to the Borough of Woodbury Heights for use of the Community Center for the event described above. It is understood and agreed that the user is responsible for the preservation of order and for any damage to the Community Center or equipment contained therein that results from the use of the facilities.

It is further understood and agreed that if application is granted, the undersigned will accept full responsibility for liability and insurance coverage. A **Hold Harmless Agreement and Use of Facilities Agreement** accompanied by a **copy of your insurance certificate** (if required) will be required **before** your scheduled event can take place.

Name of Organization: _____

Person(s) Responsible for Event: _____

Telephone Number: _____

Address: _____

Signature / Date: _____

THIS PORTION FOR COMMITTEE ACTION

Permission Granted: _____ Permission Not Granted: _____

Notification Given by Mail on: (Date) _____

Charges (if any): _____

Signature of Chairperson: _____

Signature of Mayor: _____

**WOODBURY HEIGHTS COMMUNITY CENTER
USE AGREEMENT**

ORGANIZATION/NAME: _____

ADDRESS: _____

PHONE #: _____

TELEFAX #: _____

E-MAIL _____

EXPECTED PERSONS ATTENDING: _____

EVENT DATE: _____

FROM: _____ **. M. TO:** _____ **.M.**

This Agreement is entered between and among the above-named organization/person and the Borough of Woodbury Heights, a Municipal Corporation of the State of New Jersey (hereinafter "Owner"). If more than one organization or person, or any combination thereof is named above, each such entity shall be jointly and severally bound by and responsible for compliance with all terms of this Agreement. In consideration of their mutual promises contained herein together with other good and valuable consideration, the parties hereto agree as follows:

1. Permission to Use. Owner hereby gives permission to use the Borough of Woodbury Heights Community Center during the dates and times listed above solely for the event and activities identified above and for no other use or purpose. The organization or person(s) use of this facility shall not constitute a tenancy of any kind and the parties mutually agree that this Agreement shall not constitute or create a leasehold interest in the property and/or its improvements, equipment, furnishings or contents. The benefits and obligations of each party to this Agreement may not be assigned to any other person, entity or organization.

2. Catering Food and Beverages. Owner does not sell, serve or furnish food or beverages of any kind. The organization/person may provide food or beverages or engage a caterer to serve food and beverages during the Event with the specific and absolute prohibition that no alcoholic beverages of any kind shall be served, consumed or permitted to be served or consumed in the facility or the adjacent premises thereto.

3. Purpose and Restrictions. Organization/person may not use the facility for any purpose other than the event described above and shall not use or permit use of the

facility for any unlawful purpose or for any purposes inconsistent with the purposes of the Owner. The organization/person using the facility shall not permit the creation of any nuisance, cause damage to or waste of the facility or its equipment, furnishings, decorations or personal property of any kind whatsoever, without limitation. Owner shall at all times have the right to terminate this Agreement for any reason whatsoever, or for no reason, upon written notice to the organization/person named above. Owner shall also have the right to terminate this Agreement by reason of a breach of the terms hereof by the Owner/person named above. Consistent with applicable law, no smoking shall be permitted inside the facility and smoking outside the facility shall be limited to a designated smoking area if the Owner shall establish one.

4. **Insurance and Release.** The above-named organization/person shall provide Owner with a Certificate of Insurance naming Owner as an "Additional Insured" thereunder in accordance with the following schedule of minimum coverages:

a. Worker's Compensation and Employer Liability.....Statutory
Minimum Limits;

b. General Public Liability.....\$1,000,000.00 per
person; \$2,000,000.00 per occurrence;

Minimum limits may be achieved by combining a base policy of insurance with an "umbrella" policy of insurance to achieve the minimum coverages recited above. All policies of insurance shall contain coverages for all claims resulting in personal injury or death or damage to property, and a certificate conforming to the provisions of this subparagraph shall be provided to the Borough not less than seven (7) days prior to the date of the above event.

By engaging in this Agreement, the above-named organization/person agrees to save and hold the Borough of Woodbury Heights, its agents, contractors, subcontractors, officials, representatives and employees harmless from and against any and all claims of loss, damage or liability and shall fully indemnify the Borough from and against all claims, judgments, fees, attorney's fees, court costs and, without limitation, any and all other costs incurred by the Borough to defend or satisfy any claim arising from, related to, out of or in connection with the event named above or the use of the premises by the organization/persons or entity named above, jointly, severally and in the alternative.

5. **Subrogation.** Not less than seven (7) days prior to the event described above, the Borough shall be provided evidence that all insurers providing the coverages identified in Paragraph 4 above have waived all rights of subrogation against Owner with respect to such policies and coverages.

6. **Inspection.** Owner and its representatives or designees shall have the absolute right to enter into and upon the facility, or any part thereof, at all times during the event for the purpose of determining compliance with all federal, state and local laws, rules,

ordinances or regulations and to determine compliance with the terms and conditions of this Agreement. The organization, person or entities named above shall inspect the facility prior to use and immediately report any defects or hazardous conditions discovered therein and cease any use of the facility until such defects or hazardous conditions are repaired, removed or remediated.

7. **Responsible Party.** The organization/person or entity named above shall be at all times responsible for any damages, loss of use or destruction of the facility, its equipment, furnishings or personalty that may occur by reason of, related to or arising from use of the facility for the event or any other use of the facility, permitted or not permitted by this Agreement.

8. **Covenants.** The terms, covenants and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

BOROUGH OF WOODBURY HEIGHTS

BY: _____
Authorized Representative

Witness:

Date: _____

ORGANIZATION/PERSON

Date: _____

BY: _____
Signature

Type/Print Name

Date: _____

By: _____
Signature

Type/Print Name

WOODBURY HEIGHTS COMMUNITY CENTER REGULATIONS

PREAMBLE

Community Center Statement: The Woodbury Heights Community Center is owned, operated and maintained by the Borough of Woodbury Heights. The Community Center shall be governed by the rules and regulations as established by the Borough of Woodbury Heights and as set forth herein.

Article No. 1 - Name and Objective

Section 1. Name:

The building shall be known as the Woodbury Heights Community Center

Section 2. Objective:

1. The Community Center shall be used for recreational activities, by community organizations and social affairs for the civic and social betterment of the Borough of Woodbury Heights.
2. Maximum Occupants on the ground level shall not exceed 280 and 10 occupants on the second level. Total maximum occupants shall not exceed 290.

Article No. 2 - Application for use

Section 1. Application procedure:

1. Applications for use of the Community Center will be available at the Woodbury Heights Borough Hall.
2. A completed Application for Use and proof of insurance, if required, must be provided.

3. Prior to use of the Community Center, and after the application is accepted and approved, all required fees and deposits must be paid in full to the Borough Clerk .
4. The Borough Clerk shall maintain an up-to-date record of the scheduled activities at the Community Center.
5. Woodbury Heights organizations shall have preference in the event of a scheduling conflict.
6. The Borough Clerk shall maintain all financial records associated with the Community Center.
7. Use fees, deposits, insurance requirements, use agreement, and other applicant responsibilities shall be noted on the application and elsewhere herein.

Article No. 3 - Community Center Committee

Section 1. Administration:

1. A committee of a maximum of eight adult Woodbury Heights Borough residents appointed by the Mayor and approved by Borough Council shall act in an advisory capacity concerning the operation of the Community Center.
2. A minimum of one-half of the full Committee membership shall constitute a quorum for voting purposes.
3. Committee members shall serve for a period of one year and may be re-appointed for additional 1-year terms. Committee appointments shall be made January 1, and run through December 31.
4. The committee shall have at least one representative from each community

organization if possible.

5. The committee shall have a Chairperson, Vice Chairperson, and Recording Secretary.
 - a). The Chairperson shall have the responsibility of scheduling and presiding over meetings of the Committee. The Chairman shall also have the responsibility of assigning duties and appointing sub-committees to help with the safe and efficient operation of the Community Center. The Chairperson shall report the Committees findings directly to the Councilperson in charge of Recreation and Civic or the Councilperson in charge of Property and Environmental, whichever is appropriate.
 - b). The Vice Chairperson shall assume all of the duties and responsibilities of the Chairperson in the absence of the Chairperson.
 - c). The Recording Secretary shall prepare and maintain records of all business conducted by the Community Center Committee. The Recording Secretary shall also be responsible to notify all Committee members of scheduled meetings. The Recording Secretary shall assume the duties and responsibilities of the Chairperson in the absence of the Chairperson and Vice Chairperson.

Section 2, Meeting Schedule:

1. The Committee shall meet on the second Thursday of each month. The meeting date may be modified on a monthly bases to insure that an adequate number of committee members are available to conduct business. Additional meetings may be scheduled if necessary.

Section 3, Responsibilities:

1. The Committee shall be responsible to oversee the operation of the Community Center.
2. The Committee shall review applications for building use as requested by the Borough Clerk and make recommendations for approval or disapproval.
3. The Committee shall make recommendations for building maintenance and improvements.
4. The Committee shall make recommendations for the purchase of various supplies necessary for operation of the building.
5. The Committee shall establish an operating budget for the Community Center on a year-by-year bases.
6. The Committee shall establish a five-year spending plan for capitol improvements and equipment to accommodate planned use of the building.

Section 2. Committee:

1. Community Center Committee members shall be appointed by Borough Resolution in January of each year.

Article 4 - Fee Schedule

Section 1. Fees for Community Center Use:

1. Recognized Woodbury Heights Organizations and Associations will not be

responsible for a use fee. A non-refundable deposit may be required for maintenance and/or clean-up as determined by the Borough Clerk or Community Center Committee.

2. The Woodbury Heights Elementary School and Gateway Regional High School will not be responsible for a use fee; however, a non-refundable deposit may be required for maintenance and/or clean-up as determined by the Borough Clerk or Community Center Committee.
3. Rental of the gymnasium for one day or evening use is \$400.00 per event with a refundable deposit of \$200.00 after inspection of the Community Center.
4. Rental of the meeting room for day or evening use is \$100.00 per event.
5. Weekly rental for day or evening use is \$600.00 with a refundable deposit of \$200.00 after inspection of the Community Center.
6. The Committee shall make recommendations to Mayor and Council for use fees other than those listed above.

Article 5 - Community Center Use

Section 1. Alcohol:

1. Alcoholic beverages will not be allowed in the Community Center.

Section 2. Responsibility of Applicant:

1. An applicant agrees to comply with all rules and regulations as noted on the application form.
2. Any event held at the Community Center shall have adequate adult supervision for

the safe and efficient operation of the planned event.

3. The applicant shall be responsible for the conduct of all persons using the facility.
4. The applicant shall be responsible for any damage to the Community Center during the planned event. If any damage occurs, the applicant is required to report it to the Borough Clerk.

Article No. 6 - Insurance Requirements

Section 1. Insurance and Release:

The organization / person shall provide Owner with a Certificate of Insurance naming Owner as an “Additional Insured” hereunder in accordance with the following schedule of minimum coverage’s:

- Workers Compensation and Employer Liability..... Statutory Minimum Limits;
- General Public Liability.....\$1,000,000.00 per person; \$2,000,000.00 per occurrence;

Minimum limits may be achieved by combining a base policy of insurance with an “Umbrella” policy of insurance to achieve the minimum coverage’s recited above. All policies of insurance shall contain coverage for all claims resulting in personal injury or death or damage to property, and a certificate conforming to the provisions of this subparagraph shall be provided to the Borough not less than seven (7) days prior to the date of the scheduled event.

Article No. 7 - Building Access

Section 1. Access Procedures:

1. An applicant will be allowed to access the building 1-hour prior to a scheduled event for set-up purposes and will be allowed 1-hour after the scheduled event for clean-up purposes.
2. An applicant will be required to pick up the appropriate keys for the building from the Borough Clerk during regular Borough hours.
3. The applicant shall be responsible to return all keys issued to the Borough Clerk. The applicant at this time shall report any damage to the building or equipment or anything found not to be operating properly. The applicant will be charged a \$25.00 fee for missing or lost keys,