

Borough of New Milford
Recreation Department

Borough of New Milford - Field Use Application

This application must be completed and submitted to the Recreation Department before you are authorized to utilize any Recreation Facility in the Borough of New Milford. Please return the completed application and hold harmless agreement (attached) to:

Borough of New Milford
Attn: Recreation Director
930 River Rd
New Milford, NJ 07646

All persons or organizations requesting the use of fields or facilities must furnish the following information. After review by appropriate parties a letter or email indicating approval or disapproval of this application will be sent. Requests should be submitted at least 30 days prior to the requested date(s) of use.

Name of Resident/Organization: _____

Address of Resident/Organization:

(Street) _____

(Town/City) _____ (State) _____ Zip Code _____

Phone Number: _____ Alt Phone Number: _____

Email Address: _____

Person(s) Responsible:

Name: _____ Phone: _____

_____ Phone: _____

_____ Phone: _____

It is understood that, at any time, the New Milford Recreation Department reserves the right to cancel any or all reservations or use of any portion of the facility if in it's sole discretion determines to do so. It is further understood that rules and regulations set by the Borough of New Milford regarding use of the facility must be strictly obeyed. Failure to obey shall result in termination of any permission to use the facility.

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-Sports organization(s) must submit a separate permit request for any games, practices or organized activities outside their regular season and playoff schedule, including but not limited to tournaments, organized training (conducted by a private company) or other special event which in the opinion of the Recreation Department is outside the scope of this application.

Acknowledged N/A INITIALS: _____

-Sports organization(s) must disclose in the **Purpose for Use** section below if any game is being played without one team playing being from New Milford.

Acknowledged N/A INITIALS: _____

-Applicants must disclose in the **Purpose for Use** section below if any money will be collected while using the Borough facilities for example collections for admission, registration, or services rendered and what organization will collect and benefit and/or person will receive the collected funds.

Acknowledged N/A INITIALS: _____

-Applicant(s) must reveal in the **Purpose for Use** section below if an individual or entity is being paid or directly receiving payment from any source to conduct any program for profit.

Acknowledged N/A INITIALS: _____

-Third party individuals or entities being compensated by the applicant to provide any service such as, but not limited to entertainment or specialized training must furnish the Recreation Department with a Hold Harmless agreement and indemnify the Borough of New Milford by providing a Certificate of Insurance (described in the Hold Harmless Agreement) and any other information requested to satisfy the Borough Risk Manager.

Acknowledged N/A INITIALS: _____

-If the event requires the closing or temporary blocking of any road or borough parking lot the requestor must submit in writing to the Borough Administrator's Office, requesting permission and post any and all escrows for police services as required by Borough Ordinances.

Acknowledged N/A INITIALS: _____

-If support is needed from any department outside their normal operations or work hours an additional fee for manpower or supplies may be charged.

Acknowledged N/A INITIALS: _____

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Field(s) or facility(s) requested for use

Borough Field/Park: _____

Other (Specify): _____

Date(s) Requested: _____ *

Approximate - Start Time: _____ * End Time: _____ *

Purpose(s) for Use:

(if needed, continue of a separate page and attach)

Number of Participants: _____ * Estimated Number of Vehicles _____ *

Percentage of Participants from New Milford in your program: _____ %

Age/Age Range of Participants: _____ *

*If necessary, attach a separate list of the proposed dates, times of day, and an estimate of the number of vehicles and persons participating by date.

A permit fee of fifty (\$50.00) dollars will be charged for all activities that do not substantially benefit the Borough of New Milford or its residents. This permit fee is for permit processing and is the same for both single and multiple use licenses. **Checks are to be made out to "Borough of New Milford" for the application fee with a copy of your CERTIFICATE OF INSURANCE naming Borough of New Milford as additional insured.** If you fail to include a Certificate of Insurance naming the Borough of New Milford as additional insured, your application may automatically be denied and returned to you.

New Milford Recreation Department - Office Use Only

Approved by: _____

Date(s) of Permit _____ Time(s) _____

Insurance Certificate Received: Yes No N/A Fee Assessed: _____

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Hold Harmless Agreement

This agreement is between the Borough of New Milford and the applicant as stated in the Borough of New Milford, Field Use Application.

Name of Applicant: _____

WITNESSETH:

1. In consideration of permission to use the Borough of New Milford Recreation Facility on the dates, times and locations as approved in the preceding application, the applicant does hereby covenant and agree to save and hold harmless the Borough of New Milford, its agents, servants, employees, elected officials, volunteers and appointees from any and all liabilities or costs arising out of the use of the recreation facility by the applicant, the applicant's invitees, or other persons.

2. The applicant shall indemnify the Borough of New Milford by furnishing a Certificate of Insurance (COI) **naming the "Borough of New Milford" as additional insured**, described below as an additional inducement to the permission for use of the park, a true copy of the COI is annexed hereto.

Name of Insurance Carrier: _____

Certificate #: _____

Minimum limits of liability: A Commercial General Liability policy, from an A+ carrier, with a \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate.

3. The facility will be used for the following purpose and no other:

4. The applicant is:
- Non-profit corporation
 - Non-profit association
 - An individual
 - A for-profit organization

If applicant is an association or a corporation, the undersigned certifies that the execution of this Hold Harmless Agreement has been duly authorized.

It is understood that, at any time, the New Milford Recreation Department reserves the right to cancel any or all reservations or use of any portion of the facility if in its sole discretion determines to do so. It is further understood that rules and regulations set by the Borough of New Milford regarding use of the facility must be strictly obeyed. Failure to obey shall result in termination of any permission to use the facility.

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5. The applicant acknowledges that the permission to utilize the park is limited to the portion of the recreation facility herein described (if applicable) and is valid only for the activity herein described. Notwithstanding the foregoing, however, the Hold Harmless Agreement shall be applicable to any Claim asserted against the Borough of New Milford or any loss incurred arising out of the applicant’s activity, whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified.

6. The applicant specifically agrees that this indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of New Milford for any suit arising out of the applicant’s use of the recreation facility, and that, should the applicant or the applicant’s insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the Borough of New Milford for any costs incurred by it for any person or organization acting on its behalf.

7. The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Organization, Association or Corporation (if applicable): _____

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Rules Governing the Use of Parks and Play-Grounds

- No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, bench or other structure, apparatus or property, or pick, cut, or remove any shrub, bush, or flower; or mark or write upon any building, fence, bench or other structure; or throw empty cans, bottles or other refuse or debris; or create a dangerous or hazardous condition.
- No person shall make or kindle an open fire except in a grill.
- No animals shall be led in parks unless leashed, or be permitted to run at large.
- No person, unless authorized by law, shall carry fire-arms of any description or any other weapons set forth in N.J.S.A. 2C:39-4, or throw stones or other missiles.
- No person shall sell, offer or solicit for sale any goods or merchandise without permission from the Recreation Department.
- No person shall consume, use, carry or bring any alcoholic beverage in any form in or upon any park without a permit.
- No person may use or remain in a public park between the hours of sunset and sunrise, except where posted. Borough parks located at Kennedy Memorial Park are to be closed to the public at 11:00 p.m. from April 15 to August 15; and from August 16 to April 14, the park is to be closed at 10:00 p.m., except where otherwise authorized by the Recreation Department.
- No person without authorization of the Recreation Department shall distribute any circulars, cards or written matter or post, paste, or affix any placard, notice or sign within the parks.
 - No entertainment or exhibition shall be given in any park except under the direction or by permission of the Recreation Department.
- It shall be unlawful for any person to enter upon any portion of parks and recreation facilities or grounds, in disregard of signs, or posted notices forbidding the same.
- Playing baseball, football or other sports is prohibited except in areas expressly set aside for these activities.
- Smoking upon any public parks and recreation facilities or grounds is prohibited.

I have reviewed and acknowledge the rules governing the use of parks and play-grounds.

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Organization, Association or Corporation (if applicable): _____

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