

EATONTOWN RECREATION DEPARTMENT

47 Broad Street, Eatontown, NJ 07724

Phone: (732) 389-7607, Fax: (732) 389-7670

Email: rec@eatontownnj.com

To be completed by the Recreation Office:

Event date: _____

Registration date: _____

Fee: _____ (\$150/\$300)

Fee due date: _____ (3 weeks before event date)

Deposit of \$50 paid on _____ (due at registration)

Cancellation date: _____ (3 weeks before event date for deposit to be returned.)

WOLCOTT PARK FACILITY USAGE

The park can be reserved May-September on Saturdays/Sundays.

Weekday picnics may be approved on a case by case basis.

This permit entitles the group (below) to exclusive rights to the premises described herein on the date and time designated (below).

EVENT DATE _____ **TIME OF EVENT** _____ to _____

(The Park is to be closed no later than **Dusk**.)

SET UP TIME _____ **CLEAN UP TIME** _____ (This information is essential! A representative of the Parks Department will be meeting you. Please be prompt in arriving at this designated "Set Up" time. Minimum one hour before event)

GROUP NAME _____ **CONTACT PERSON** _____

ADDRESS _____

PRIMARY PHONE NUMBER _____ **OTHER TELEPHONE NUMBER** _____

TYPE OF ACTIVITY _____ **PROOF OF RESIDENCY:** _____

NUMBER OF PEOPLE EXPECTED TO ATTEND _____ (Not to exceed **250** people)

APPLICANT'S SIGNATURE: _____

Will alcoholic beverages be consumed? _____ If so, will admission be charged? _____ If so, you must apply for an Alcoholic Beverage Control License. Please call the Borough Clerk at 732-389-7600 to obtain this license.

The fee for Eatontown residents is \$150.00. The fee for non-residents is \$300.00. An additional security deposit of \$50.00 is required for all groups using Wolcott Park. Please send one check payable to the "**Borough of Eatontown**" to the address above. Your \$50.00 deposit will be returned to you after an inspection of the park is completed. Any cost for damage or excessive clean-up will be deducted from the \$50.00 deposit. Fee waivers are sometimes granted for Eatontown Borough entities only. If you feel that your organization may qualify for a fee waiver, please submit in writing your request to the Eatontown Recreation Department. Your fee entitles you to the following: the pavilion, the open field next to the pavilion, the barbecue pits around the pavilion, the picnic tables under the pavilion, the cost of maintenance and staff, water, electricity, bathrooms available, and the softball closest to the pavilion. The other two ball fields, Wolcott 1 & 2, and the tennis courts, are **not** included in the rental of the park. Please park in designated parking spaces only.

While the Borough of Eatontown maintains liability insurance covering the Borough for injuries or expenses occurring by reason of its negligence, the Borough does not carry insurance to provide payment for medical expenses occasioned by injuries unrelated the fault on the part of the Borough or its employees.

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HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE BOROUGH OF EATONTOWN, MONMOUTH COUNTY, NEW JERSEY AND

_____ (Applicant).

WITNESSETH:

1. In consideration of permission to use the public facility described below on the _____ day of, _____ 2009, the applicant does hereby covenant and agree to save and hold the Borough of Eatontown, its agents, servants and employees harmless from any and all liabilities or costs arising out of the use of the described premises by the applicant, the applicant's invitees or other persons.

2. The facilities will be used for the following purpose and no other: _____.

Number of persons expected to attend: _____.

3. The applicant is: (check one) _____ An individual _____ Non-profit corporation _____ Non-profit association
_____ A profit making organization _____ Other (describe) _____

If applicant is an association or corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Notwithstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the Borough of Eatontown 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. The applicant further HOLDS HARMLESS, the Borough of Eatontown and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Eatontown for any suit arising out of the applicant's use of the premises, 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 Eatontown for any costs incurred by it for any person or organization acting on its behalf.

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X _____ **X** _____
Signature of Applicant Date Signature of Witness Date

If you (the applicant) are a corporation, association or company carrying insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: _____

CERTIFICATE NUMBER: _____

LIMITS OF LIABILITY: Property Damage _____

Public Liability _____

A true copy of the Certificate of Insurance is attached here to: _____. **NOTE:** Require \$1,000,000 per loss liability insurance for Special Events, subject to review and approval by the Borough Administrator. The following additional documents form a part of the Agreement:

FACILITY USE APPLICATION _____

FACILITY OR FIELD DIAGRAM _____

LETTER DATED: _____

RESOLUTION DATED: _____

OTHER: _____