

Facility Use Agreement - Horseshoe Bend Park - Morton Building

User Name: _____

Address: _____

Contact Person: _____

Phone Number(s): _____

E-Mail Address: _____

Dates and Time of Event: _____

Type of Event: ☐ Dog Show/Workshop, ☐ Recreational, ☐ Wedding, ☐ Other _____

Expected Attendance: _____

\$335.00 single or first day = \$ _____

\$185.00 for each subsequent day/days = _____ (# of days) Total for subsequent days = \$ _____

Fee for use of Dog Event mats and gates @\$55.00/day = \$ _____

* (NOTE: During the "heating season", November 15 through March 15, as defined by the New Jersey Department of Community Affairs, there will be an oil surcharge of \$55.00/day.)

Fee for Heating of the Building @ \$55.00/day = _____

Sub-Total Rental Cost: \$ _____

Total Fees Associated with the Morton Building Rental = \$ _____

A deposit of \$ _____ (*half the total fees*) to hold the building for the requested date/s; otherwise the event date/s cannot be guaranteed.

The remaining fee of \$ _____ (subject to change based on alteration of event) is due one week before your scheduled event.

Please mail payment to: Kingwood Township, 599 Oak Grove Rd, Frenchtown, NJ 08825,
Attn: Parks and Recreation, Tomasina McGuire

The User of the facility shall be responsible for any damage, alteration to the premises, excessive waste or missing items as to the facility. This includes any damage incurred by any individual or companies working for the applicant, i.e. caterers, entertainers, etc. and/or any guest or invitees of the User. Upon completion of the event an inspection of the premises will be performed by the Kingwood Township Parks and Recreation Commission (or designee). Should said damage result in costs to the Township to remedy such damage, the cost is due to the Kingwood Township within thirty (30) days of notification. User will be notified within 7 business days of the completion of the event. The Township also reserves the right to refuse to allow User to use the facility in the future including but not limited to events that may have already been booked.

****Should the remaining fee not be remitted by the date of the event, the deposit will be forfeited****

The undersigned does hereby agree to all the terms and conditions contained within this Facility Use Agreement and the Horseshoe Bend Park - Morton Building Facility Use Agreement Rules and Regulations in regards to the rental of the Kingwood Township, Horseshoe Bend Park - Morton Building.

COVID-19: The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. It is believed that an individual can be infected with COVID 19 without their knowledge and be asymptomatic. Kingwood Township has put in place preventative measures to reduce the spread of COVID-19. However Kingwood Township cannot guarantee that I/We or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child or relatives. Participation in a Kingwood Township sponsored athletic sports program(s), related activity or event or using Kingwood Township facilities, could increase the risk of contracting COVID-19. By signing this agreement I/We acknowledge the contagious nature of COVID-19 and VOLUNTARILY assume the risk that I/We may be exposed to or infected by Covid-19 by participating in a Kingwood Township athletic sports program(s), related activity or event or by the use of Kingwood Township facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself or others, including but not limited to, Kingwood Township employees, volunteers and program participants. I/We understand and voluntarily accept and assume all the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I/We understand and agree that this release includes any Claims based on the actions, omissions or negligence of Kingwood Township, its employees, agents, officers or volunteers and assigns whether a COVID-19 infection occurs before, during or after participation in any Kingwood Township athletic sports program(s), related event or activity or by the use of facilities.

Facility Use Fees Are Subject to Change Annually

User Name: _____

User Signature: _____ Date: _____

Kingwood Township Parks and Recreation Commission (or designee)

Approval: _____

For Municipal Use Only:

Date Deposit paid Received: _____

Check Number: _____

Amount: _____

Paid in Full: YES NO

Admin Signature: _____

Date Balanced Received: _____

Check Number: _____

Amount: _____

Admin Signature: _____

Horseshoe Bend Park - Morton Building Facilities Use Agreement
Rules and Regulations

Use and Access: The agreement grants the User the use of the authorized premises ONLY, during the time indicated. Should the User require additional access, for set up, break down, or drop off of any items required for the event, approval will be required by the Kingwood Township Parks and Recreation Commission (or designee), and will be coordinated with same.

Food: If the activity proposed will involve the cooking of food on-site or the use of a food vendor, the User must get a ***Permit to Operate a Temporary Food Concession*** from Kingwood Township.

Decorations: Any decorations requiring the use of a ladder to install/display will be erected by the Kingwood Township Parks and Recreation Commission (or designee). The ONLY adherence to surfaces of the building will be with scotch tape or non-permanent poster tape. No packing tape, duct tape, permanent poster tape, tacks, nails, pins, or glues may be used. All decorations must be removed at the completion of the event.

Overnight Parking: Parking Permits are available for RV/Camper overnight parking for the night before an event and/or night of a two- day event. Parking Passes must be obtained from the Kingwood Municipal Building on 599 Oak Grove Road, Frenchtown, NJ. No more than five RV/Campers will be permitted to park overnight at any time. Overnight parking fee is \$10.00/night.

Vacating Premises: All events at the Morton Building must end no later than 10:00pm. The premises are to be vacated no later than 10:00pm.

Fire Exits: Nothing shall be placed in a manner that blocks fire exits. The Kingwood Township Parks and Recreation Commission (or designee) reserves the right to make this judgment and to move or remove anything in danger of blocking exits.

Supervision: The User named in the Facilities Use Agreement is over the age of 21, and shall remain on premises throughout the course of the setup, the breakdown, and the entirety of the event. Said User is liable for any and all fees associated with the event and the conduct of guests.

Kingwood Township Property: The User shall not destroy, deface, damage, add, or remove any part of the Kingwood Township property. Violating this rule may result in forfeiture of the security deposit, and/or additional fees. There is NO SMOKING allowed inside the facility.

Emergencies: In the event of an emergency, the User shall contact a member of the Kingwood Township Parks and Recreation Commission (or designee) and/or the proper authorities.

Liability: Kingwood Township will not be held liable for any injury or damage to any person or property. The User will reimburse the Kingwood Township for all liability and costs associated with negligence of the User, its agents, employees, guests, invitees, and contractors. The User agrees to indemnify, defend, and hold harmless Kingwood Township against any and all claims, demands, causes of action, suits or judgments arising from, caused by or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held on the specified permit date(s). Throughout the term of this agreement, the User shall maintain insurance for bodily injury, death, or property damage occasioned by the reason of the User's use of the Facility for the activity, which it is sponsoring with minimum limits of liability in the amount of \$1,000,000 per occurrence. Kingwood Township shall be an additional insured showing the address of the 178 Horseshoe Bend Park Rd, Frenchtown, NJ 08825 on this policy. A certificate evidencing such insurance shall be furnished to the Kingwood Township before the User activity can begin.

Unusable Premises: Should a fire or other casualty to the premises occur or an emergency use by the Township arise prior to the event date, the Kingwood Township Parks and Recreation Commission (or designee) will contact the User. The User is not responsible for any fees associated with the event should this occur.

Cancellations: If an event is cancelled greater than 30 days prior to a scheduled event, User will receive full refund; within 30 days of event, User will forfeit security deposit; within 10 days of event, User will forfeit full fee deposit.

Carry in / Carry out: Users are requested to remove all personal property and dispose of refuse off premise.

Clean-up: The Township will be responsible for cleaning the building after each event. Users are requested to address any unusual and outstanding messes that may occur during the event.

The undersigned does hereby agree to all the terms and conditions contained within the Rules and Regulations, in regards to the rental of the Kingwood Township Horseshoe Bend Park – Morton Building.

User Name: _____

User Signature: _____ **Date:** _____

Kingwood Township Parks and Recreation Commission (or designee) Approval: _____

revised Feb 2024/tlcm