



**City of Bordentown
Carslake Community Center
Application for Facility Use**

Date of Application: _____

Name of Group _____
(Please Print)

Name of Contact Person _____
(Please Print)

Title Within Organization (if applicable) _____

Address _____
Street & No. City/State Zip Code

Phone: _____ Email: _____

Date(s) of Usage: From _____ to _____ Time: From _____ to _____

Type of Activity _____ Anticipated No. of Participants _____

Building area requested: (Check all that Apply)

- ☐ Gymnasium/Auditorium ☐ Small Meeting Room ☐ Large Meeting Room
☐ Playground ☐ Kitchen ☐ Tables/Chairs (Attach Sketch of Layout)

SEE RULES AND INFORMATION ON NEXT PAGE

Rules and Information

Your signature below signifies the applicant has read the following rules and agrees to follow and be bound by them. Failure to do so may result in loss of use privileges.

1. Carslake playground hours are 7:00 AM to 9:00 PM. The park/playground is open to the public during normal playground hours.
2. Carslake Center Building hours are 7:30 AM to 10:00 PM with one hour cleanup time.
3. The applicant's rental time begins from the time someone (you or a caterer) enters the building to set up until the time the last person leaves. (Playground and Building hours as stated above)
4. The applicant's use of one part of the building must not interfere with the use of another part of the building by a different applicant.
5. **Alcoholic beverages of any kind are strictly prohibited anywhere on City property.**
6. **Smoking and/or Vaping of any kind within the Carslake building is strictly prohibited.**
7. The City of Bordentown will not be liable for loss or damage to any personal property brought on to City property including motor vehicles using the Center parking lots.
8. **A security deposit of \$200.00 is required at the time the application is submitted to the city for review.**
9. The applicant is responsible for any damage to the building, equipment, or property.
10. The applicant is responsible for cleanup. All trash and garbage are to be placed in heavy duty plastic bags and placed in the designated storage area(s) for pickup. Tables and chairs are to be left clean and unmarked.
11. Provided there is no damage, no cleanup required by the City and no hourly overtime fees owing, the Security Deposit will be refunded as approved at a Commission Meeting following the date of the event.
12. Rental of all or parts of the building includes the use of tables and chairs. Table and chair setup and breakdown are the responsibility of the City.
13. A caterer for your affair may have use of the kitchen when kitchen use is requested.
14. All persons (players, coaches, referees, etc.) using the gym floor for athletic purposes must wear "basketball shoes" or sneakers. Care is to be taken not to allow hard soled street shoes to scratch the gym floor surface.
15. A responsible adult must be present at all times to enforce the rules and maintain order. This person must not be a participant in any sports activity.
16. The building doors will be unlocked and locked in accordance with the usage times specified above by the applicant but in no case outside the hours of availability given as stated above (#1 and/or #2).

Rules and Information

17. A certificate of insurance which **names the City of Bordentown as an additional insured** is required in the indicated amounts:

- a. All Classes - Organized athletic events: \$1,000,000
- b. For-profit Organizations/Corporations: \$1,000,000
- c. Individual non-business use: \$1,000,000
- d. Non-profit, service organizations, and City operated committees : At the discretion of the Board of Commissioners.

If you are unable to present a Certificate of Insurance from your homeowners policy, you may use the Gather Guard Insurance Program to purchase one day insurance to rent the premises. The link to obtain a price quote and/or purchase insurance is: <https://gatherguard.com/>

18. **The Carslake Center is not available for religious worship purposes.**

19. The applicant(s) must sign a waiver in which they agree to waive and relinquish all claims and cause of action of every kind which they have or may have against the City arising out of the use of the facility resulting in personal injury and/or their own property damage.

20. The applicant(s) must sign an agreement indemnifying the City, including reimbursement of all expenses, attorney's fees and costs, of any and all liability of loss and against all claims or actions based upon or arising out of damage or injuring (including both) to persons or property caused by or sustained in connection with the applicant's use of the facility and the defense of any such claims or action whether the liability loss or damage is caused by or arises out of negligence of the City or any of its agents, employees or otherwise.

21. The City of Bordentown reserves the exclusive right to cancel any reservation without advance notice.

SEE FEE SCHEDULE ON NEXT PAGE

Schedule of Fees

Fees	Class 1	Class 2
Gymnasium	\$ 200.00	\$ 100.00
Large Meeting Room	\$ 150.00	\$ 75.00
Small Meeting Room	\$ 100.00	\$ 50.00
Kitchen	\$ 100.00	\$ 75.00
Park/Playground	\$ 100.00	\$ 50.00
Recreation Attendant Fee	\$ 50.00 (flat fee)	No Charge
Security Deposit	\$ 200.00	\$200.00

Notes:

A) Class 1 fees: Non-City resident individual or a for-profit organization/corporation.

B) Class 2 fees: City Resident individual, non-profit/service organization.

D) Up to 5 hours use. Each additional hour shall incur a \$30.00 fee per hour.

E) Your reservation of the park/playground does not constitute exclusive use.

H) At the discretion of the Board of Commissioners of the City

I have read and I understand the above rules, and, by my signature, I do accept the full responsibility of the applicant to abide by them.

(Signature)

(Date)

(Printed Name)

For Office Use

Use class: _____ Fee \$ _____ Security Dep. \$ _____ In. Cert. Rec'd: ☐ Yes ☐ No

Approved: _____ Date: _____

Custodian Damage Report: _____

Security Deposit Returned: _____
Purchase Order # _____

Amount: _____

Facility Use Waiver, Release & Hold Harmless Agreement

THIS AGREEMENT is made as of the ____ day of _____, 20__ by and between the CITY of BORDENTOWN, a municipal corporation, 101 E. Park Street, PO Box 395, Bordentown, New Jersey (hereinafter “City”) and _____ with address of _____ (hereinafter “User”).

“City” is the owner of certain property and facilities that it makes available for public use pursuant to the provisions of Chapter 155 of the Code of the City of Bordentown (hereinafter “Property”), located in the City of Bordentown, County of Burlington, and State of New Jersey. The specific property is identified in Exhibit “A” annexed hereto. “User” seeks permission from the City to use the “Property” in accordance with the information provided on the “**Application for Facility Use**” (hereinafter “Application”). This agreement is required as a condition of such use. The “City” and “User” agree to and acknowledge the following:

1. “User” has examined the “Property” and accepts it as suitable for its intended use in absolute “as is” condition without any warranty or assurance as to condition whatsoever including any implied warranty of merchantability or fitness for purpose.

2. “User” acknowledges that it will use the “Property” for the purpose outlined on the “Application” for its members, contractors, affiliates, and invitees. **User assumes all conditions of the Property** (except hidden or latent conditions) **and agrees to waive and release any claims and hold harmless and indemnify the City of Bordentown, its employees and authorized representatives from all risks, liability, injury, claims, damage, and loss to all persons and property arising out of or resulting from the occupancy, use or reuse of the “Property”, including any actions of the “User” or its contractors, agents, servants, invitees or employees in entering onto the Property.** This Waiver, Release and Hold Harmless Agreement includes the defense of any such claims or actions related to same and the reimbursement to the City of Bordentown of any and all expenses, attorney fees or other costs incurred in the enforcement of this agreement. This right of use includes only the “Property” as described in this Agreement, Exhibits and any related Permit or Resolution of the Board of Commissioners. Nothing in this agreement should be construed as granting the “User” any right to the “Property” other than as specifically set forth herein.

3. If the use of the “Property” involves a sporting event, sporting activity or similar activities, the “User” acknowledges that such actions carry inherent risks. “User” agrees that the “City” shall not be responsible for any claims, liability, damage, or injury arising from such activity and such activities are specifically included within the scope of this Waiver, Release and Hold Harmless Agreement.

4. “User” shall obtain and maintain adequate insurance to cover the liability and other risks of its use of and activity on the “Property”. “User” shall provide proof of such insurance, in a form and amount acceptable to the “City”, prior to the date set for use of the “Property”.

5. The “User” shall have the right to use only the “City” “Property” specified in this Agreement, Exhibits and any related Permit or Resolution.

6. The "User" shall have the right to use the "Property" only for the period of time indicated in this Agreement, Exhibits and any related Permit or Resolution. "User" shall be responsible for and shall reimburse the "City" for the cost of any damage to the "Property" occurring during its period of use or caused by it, its contractors, agents, servants, invitees or employees, reasonable wear and tear excepted.

The undersigned, being the "User" or duly authorized representative of the "User", hereby certifies that he / she is of lawful age, legally competent and duly authorized to execute this Agreement on behalf of the "User" and that before signing and sealing his / her name, he / she has fully informed himself / herself of its contents and executed it with full knowledge thereof.

(Signature of User)

(Printed Name)

Acknowledged and accepted this _____ day of _____, 20__.

CITY OF BORDENTOWN

(Signature of City Representative)