



## *Linwood Recreation Board*

### APPLICATION FOR USE OF LINWOOD PARK FACILITIES

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**400 Poplar Ave. Linwood, NJ 08221   ▪   (609) 927-4108   FAX (609) 653-2730**

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Name of Organization \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name of person (s) designated as "Person in Charge" of the group to be in attendance:

\_\_\_\_\_

Facilities Requested \_\_\_\_\_

Date (s) and Hours Requested \_\_\_\_\_

Specific Purpose of Use \_\_\_\_\_

**Please indicate whether the following items pertain to this event:**

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will you be supplying your own First-Aid station?         |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will tents be utilized for this event? How many? _____    |
|                              |                             | What size(s) _____  |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Bleacher(s), platform(s), Grandstand(s)?                  |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will a stage be utilized? Dimensions: _____               |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will there be entertainment? Description: _____           |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Vehicle(s) and/or trailer(s) be used? How many? _____     |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will tables and/or chairs be set up? How many? _____      |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will fencing, barrier(s) and/or barricade(s) be utilized? |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Does your event require electricity? Source: _____        |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Will there be portable toilet(s)? Supplier: _____         |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Inflatable device(s), amusement(s)? Supplier: _____       |
| YES <input type="checkbox"/> | NO <input type="checkbox"/> | Booth(s), Exhibit(s), Display(s) and/or Enclosure(s)      |

What is your plan for cleaning and disposing of all refuse from this event? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGULATIONS REGARDING THE USE OF LINWOOD RECREATION FIELDS BY  
PRIVATE INDIVIDUALS OR ORGANIZATIONS

1. Application on the form prescribed by the Linwood Board of Recreation and an “Agreement For Use of Linwood Recreational Field” shall be delivered to the Board at least 48 days prior to the date for which field is desired.
2. Use of the Field shall be limited to individuals residing in Linwood or to Organizations primarily associated with the City of Linwood.
3. All applicants shall assume full responsibility for personal injury and or damages arising out of the use of the field.
4. All applications for use of the Linwood Recreation Field may be denied for any activity, which in the opinion of the Board may endanger the public’s safety, harm the field or interfere with the use and enjoyment of the Field by the general public.
5. The Recreation Field shall not be used for economic gain by any applicant except applicants, which are charitable organizations.
6. No alcoholic beverages shall be permitted on the Recreation Field to be consumed or served at any time.
7. No barbeques or picnics shall be permitted on the Recreation Field except for charitable organizations.
8. No motorized vehicles will be permitted on the Recreation Field, except vehicles of the City of Linwood and vehicles given previous authorization by the Linwood Board of Recreation.
9. The riding of bicycles on the Recreation Field shall not be permitted, if passing through the field the bicycle shall be walked through.
10. Animals shall not be permitted on the Recreation Field at any time, except in an official capacity, i.e., police dogs and service dogs.
11. Fee schedule:
  - Day Use - \$150.00
  - Night Use - \$250.00
  - Each applicant shall also post with the Linwood Board of Recreation a \$250.00, refundable, deposit to guarantee that the Recreation Field shall be left in the same condition as the field was prior to use by the applicant, except for Municipal Agencies of the City of Linwood.

**AGREEMENT FOR USE OF LINWOOD RECREATIONAL FIELD**

This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF LINWOOD**, a Municipal Corporation in the State of New Jersey, and \_\_\_\_\_, (known as **APPLICANT**),

WHEREAS, the **APPLICANT** has made application to and been granted the privilege by the **CITY OF LINWOOD** to occupy and make use of the facilities owned by the City and known as the Linwood Recreational Fields situate in the City of Linwood, State of New Jersey, in consideration of the mutual covenants and provisions contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The **CITY OF LINWOOD** DOES HEREBY GRANT UNTO THE **APPLICANT** the privilege of occupying and using the \_\_\_\_\_, of the Linwood Recreation Fields, situate in the City of Linwood, State of New Jersey, for the hours from \_\_\_\_\_ to \_\_\_\_\_ on the following dates:  
\_\_\_\_\_

It is further agreed and understood that the use of the Linwood Recreational Field by the **APPLICANT** shall be subject to all of the rules and regulations of the **CITY OF LINWOOD** governing the same, including, but not limited to, the “Regulations Regarding the Use of Linwood Recreational Field by Private Individuals or Organizations,” and “Rules and Regulations Governing the Use of Park Facilities,” which are hereby incorporated herein as part of this Agreement, and the violation of which shall entitle the **CITY** to cancel the use herein permitted at once without giving notice of the breach to the **APPLICANT** and the **APPLICANT** shall immediately vacate the Linwood Recreational Field. Applicants shall also complete an “Application For Use of Linwood Park Facilities.”

It is further agreed and understood that the **APPLICANT** shall indemnify, save harmless and defend the **CITY OF LINWOOD**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **CITY OF LINWOOD**, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **APPLICANT**’s use of the named Facilities, including all suits or actions of every kind or description brought against the **CITY OF LINWOOD**, either individually or jointly with **APPLICANT** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities

conducted by or caused to be conducted by **APPLICANT**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **APPLICANT**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **APPLICANT**.

Notwithstanding the indemnification and defense obligations of the **APPLICANT**, **APPLICANT** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **APPLICANT**'s use of the **FACILITY(IES)**, whether it is to be used by the **APPLICANT**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **APPLICANT** or by anyone for whose acts any of them may be liable.

**APPLICANT** shall be required to name the **CITY OF LINWOOD** as an "Additional Insured" on the **APPLICANT**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **APPLICANT** shall provide the **CITY OF LINWOOD** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **CITY OF LINWOOD** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **APPLICANT** shall be required to provide the **CITY OF LINWOOD** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **CITY OF LINWOOD** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

This writing, "The Regulations Regarding the Use of Linwood Recreational Field By Private Individuals and Organizations," the Application for Use of Linwood Park Facilities," and "Rules and Regulations Governing the Use of Park Facilities," which are hereby incorporated as part of the Agreement, represent the entire agreement and the **APPLICANT** has read fully understands all terms and conditions of same and agrees to comply with and be bound by same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be sealed and executed the day and year first aforesaid.

Witnessed:

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Board of Recreation  
City of Linwood

## Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the **APPLICANT**, the **APPLICANT** shall provide at its own cost and expense proof of the following insurance to the "**CITY OF LINWOOD**":

General Liability including Products & Completed Operations Insurance with a minimum limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars* with a minimum annual aggregate of *two million (\$2,000,000) dollars*. Coverage for Sexual Abuse and Molestation must not be excluded.

**CITY OF LINWOOD** shall be named as an "Additional Insured" on a primary and noncontributory basis. Applicant shall include a Waiver of Subrogation in favor of "**CITY OF LINWOOD**."

**APPLICANT** must also provide proof of coverage for Accident with a limit no less than \$100,000.

Failure by the **APPLICANT** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **APPLICANT** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **CITY OF LINWOOD**. The **APPLICANT** shall take no action to cancel or materially change any of the insurance required under this Contract without the **CITY OF LINWOOD**'s prior approval. The maintenance of insurance under this section shall not relieve the **APPLICANT** of any liability greater than the limits or scope of the applicable insurance coverage.