

**PEMBERTON TOWNSHIP
DEPARTMENT OF RECREATION &
SENIOR SERVICES**

**BUILDING USE/RENTAL POLICY &
PERMIT APPLICATION
PROCEDURES**

(Updated July 26, 2017)

I. BUILDING USE/RENTAL POLICY

- A. The unregulated use of municipal buildings may result in damage to Township property, may increase maintenance costs, and may curtail the public's use of public buildings designated as available for recreational and/or social purposes. The purpose of the policy is to manage the use/rental of public buildings in a manner that preserves the Township's investment and enhances the use and enjoyment of Township buildings by our residents.
- B. This policy applies to all public property (structures) owned by the Township of Pemberton and designated as available for recreational and/or social purposes as set forth and authorized by Chapter 140 of the Code of the Township of Pemberton.
- C. The rules, regulations, privileges, limitations and prohibitions set forth in Chapter 140 of the Code of the Township of Pemberton are incorporated herein by reference.
- D. In the event that this 'building use/rental policy' conflicts with the rules, regulations, privileges, limitations and prohibitions set forth in Chapter 140 of the Code of the Township of Pemberton, the language of Chapter 140 shall prevail.
- E. The application process set forth herein shall be the established and required procedure for all applicants requesting the exclusive use of Township owned buildings facilities designated for public use.
- F. This policy and the application process required hereby shall apply to all groups and/or individuals requesting permission to hold an event in a Township owned building designated for public use.
- G. This policy will facilitate the management and preservation of the buildings designated as available for recreational and/or social purposes and the scheduling of events.
- H. **BMIA Use/Rental** shall not be permitted for general meetings. BMIA is primarily a banquet facility. Fundraising dances are NOT allowed. Passive fundraising activities such as Chinese auctions, food & drink fundraisers, bingo ARE allowed.

II. APPLICATION PROCEDURES

A. Community Centers & Sports Complex Meeting Room

1. A completed and executed Facility Use Application shall be submitted by the applicant to the Department of Recreation & Senior Services requesting the use of a township owned building designated as available for public use.
2. A refundable deposit of \$100.00 shall be submitted with each application. Applications shall not be accepted and permits shall not be issued without the required deposit.
3. Applications shall be submitted no less than fourteen (14) days prior to the event date requested. This requirement may be waived for good cause.
4. Approval shall be on the basis of earliest qualified complete application received.

5. Applicants may request multiple event dates within a one year period of the date of the first event requested. Each event date requested shall be specifically set forth on the Facility Use Application. The required refundable deposit shall be \$100.00.
6. The user fees charged shall be as set forth in Chapter 140 of the Code of the Township of Pemberton.
7. Hourly charges for the use of buildings shall begin at the time set forth on the approved Facility Use Application indicating the start of the event. The building shall be available to the applicant ½ hour before and ½ hour after each approved rental at no additional charge for set-up and clean-up. Additional time may be requested by the applicant at the authorized hourly rate.
8. Applicants shall comply with established and posted occupancy limits at all buildings. Said occupancy limits shall be strictly enforced.
9. Upon the approval of a Facility Use Application, the applicant shall pay all facility use fees in full and obtain a copy of the fully executed and approved Facility Use Agreement and the Facility Use Permit from the Department of Recreation & Senior Services. In addition the applicant shall pick up the key to the building, as well as the building alarm code from the Department of Recreation & Senior Services Monday through Friday exclusive of holidays between the hours of 8 A.M. and 4:00 P.M. by (except holidays). Applicants shall call 893-5034 in advance to confirm the availability of the approved application and the key pick-up date and time.
10. Applicants who fail to obtain the key and alarm code to the building prior to the scheduled event may request that a Township employee open the building. The applicant, however, shall forfeit \$75.00 of the deposit to compensate the Township for the cost of the employee for each instance this service is requested.

B. Concession Stand

1. Organizations that are granted permission to use Township outdoor recreation facilities may also request the use of any concession stand located at the outdoor facility during approved events pursuant to the terms and conditions set forth in the attached Concession License Agreement.

III. SUPERVISION

1. Applicants approved to use any Township building shall ensure that there is sufficient adult supervision present at every approved event to provide security and to deter vandalism to Township property.
2. Youth activities shall be supervised by responsible adults at all times. The Township requires a minimum of one (1) adult of at least twenty-one (21) years of age per twelve (12) children under the age of eighteen (18).
3. Pemberton Township may require the applicant to secure sufficient police protection depending on the type of activity and the anticipated number of participants and/or spectators. The cost of police protection shall be the sole responsibility of the building user.

IV. MAINTENANCE PROCEDURES & INSTRUCTIONS

1. Applicant shall be responsible for leaving township facilities clean and orderly **immediately** following use. Prior to leaving the building after an approved event, the applicant shall ensure that:
 - a. The rented space including the floor, hallways, bathroom, and kitchen are swept clean of all debris and trash.
 - b. Trash shall be placed in a plastic bag, sealed and placed outside the building in the trash receptacles.
 - c. Countertops, tables, sinks, appliances and walls shall be cleaned with the cleaning products provided.
 - d. All toilets shall be flushed.
 - e. All tables and chairs shall be returned to their original locations pursuant to the posted floor plan.
 - f. All balloons shall be popped and thrown away. Balloons left on the ceiling may cause the alarm to be activated. If the alarm is activated, the applicant will be held liable for all costs incurred including overtime paid to the responding Township employee. Building use privileges may be revoked after the second time a building alarm is activated due to negligence.
 - g. All lights are to be turned off upon exiting the building. Air conditioning/heating controls shall not be changed or adjusted in any fashions.
 - h. Applicants shall be liable for all costs incurred by the Township due to vandalism including objects stuffed in the toilets (i.e. toilet paper rolls, wads of paper, etc.)
 - i. All cleaning products supplied by the Township are located in the janitor closet, the kitchen cabinet, or under the kitchen sink of each building.
 - j. Do not leave personal cleaning supplies in the building.
 - k. Applicants shall **not paste, glue, tack, tape or otherwise** attach any items to the interior or exterior of any Township building. Any damage found or adhesives left on building walls shall result in the forfeiture of the building deposit.
 - l. Township buildings shall not be modified in any manner without the express written permission of the Director of Public Works. Any such requests shall be reflected in the Facilities Use Application and submitted to the Department of Recreation & Senior Services for transmission to Public Works.
 - m. Parking shall be restricted to designated parking areas. Driving on the grass and parking next to Township building are strictly prohibited.

V. **CONDITION OF BUILDING ASSESSMENT & DAMAGE POLICY**

1. Applicants shall complete a Building Evaluation Form which details the condition of the building before and after every event.
 - a. A Building Evaluation Form will be provided when the key and code are assigned. The form is intended to establish the condition of the building before and after the approved event, assists with determining facility damage, unsatisfactory conditions and the responsible party.
 - b. All problems encountered at the building shall be described on the Building Evaluation Form and returned to the Department of Recreation & Senior Services when the building key is returned. Failure to complete and submit a Building Evaluation Form may result in forfeiture of the building deposit and suspension or revocation of the privilege of using township buildings.
2. Applicants shall be liable for all damage to the building as a result of vandalism or neglect by the building user. If the cost of repairs and/or replacement exceeds the amount of the applicant's deposit, the applicant shall be billed for the balance. The township reserves the right to bill, sue or take any measures necessary to collect any sums for the additional clean-up, alarm call(s) and/or damages to the property occurring at the applicant's event which exceeds the amount paid and/or deposited.

VI. **TABLES & CHAIRS**

1. Included with the building rental are **12 tables and 60 chairs**.
2. It is the applicant's responsibility to obtain additional tables and chairs if this is not sufficient but under no circumstances may the building occupancy limits be exceeded.
3. Do not drag tables and chairs across the floors as this may cause damage to the floor.
4. All tables and chairs are to be left set up in the manner in which the applicant took custody of the building pursuant to the posted floor plan.
5. Damage to tables and chairs as a result of negligence or abuse shall result in the loss of the building deposit, and may result in suspension and/or revocation of the privilege of using Township buildings.

VII. **TOWNSHIP NOISE ORDINANCE**

1. Applicants who wish to request permission to use loudspeakers, public address systems and/or amplifiers in public buildings shall so indicate on the Building Use/Rental Application. The type of equipment shall be specifically described therein. Approval of said request shall be granted on a case by case basis subject to the applicant's demonstrated need, building location, type of equipment being used, hours of building rental, and the potential impact on other users of the building and the neighborhood. Limitations may be attached to approvals. Applicants are advised that the use of loudspeakers, public address systems and/or amplifiers remain subject to the provisions of Pemberton Township Noise Ordinance 17-2009.

VIII. FEE SCHEDULE & OTHER CHARGES

1. Fees, deposits and other charges are set forth in Chapter 140 of the Code of the Township of Pemberton.
2. If it is determined that all or a portion of the applicant's deposit is to be retained by the Township, the applicant shall be informed in writing of the specific reason and the amount.
3. All keys and the completed Building Evaluation Form must be returned within 3 business days after building use. A late fee of **\$10 per day** will be assessed each day thereafter.
4. Not-for-profit organizations are required to file a copy of their 501c3 status confirmation letter from the NJ Secretary of State with the Department of Recreation & Senior Services prior to the submission of any Class 'A' status application for the purpose of the fees to be charged.
5. As set forth in Section 140-8 E of the Code of the Township of Pemberton, "All individuals, groups, organizations authorized to use Township owned facilities under ... [section 140-8 B] shall, as a condition precedent to authorized use, provide a certificate of insurance for liability coverage identifying the Township as an additional named insured in an amount no less than \$1,000,000."
6. Deposits will be returned only after a completed Building Evaluation Form has been completed and returned, and verification by Township personnel that the building was left in its original condition. Refunds are subject to Township Council approval and will be included on the next available Council agenda.

IX. CANCELLATION POLICY

1. All requests for cancellation of approved building permits shall be submitted in writing to the Department of Recreation & Senior Services in order to be considered for reimbursement.
2. The Township shall retain a \$25 administrative fee for cancellations requested seven (7) or more days prior to the approved event.
3. The Township shall retain a \$50 administrative fee for cancellations requested less than seven (7) days but more than twenty-four (24) hours prior to the approved event.
4. The Township shall retain the 100% of the total event fee paid fee for cancellations requested twenty-four (24) or less hours prior to the approved event. In no event shall the fee retained by the Township be less than \$25.
5. The Township reserves the right to suspend and/or revoke an applicant's privilege of using Township buildings for failure to use a building for which a permit was issued.
6. The Township may cancel your approval for the use of a Township building for any reason.
7. The Township reserves the right to use buildings for Township or township sponsored activities, and as such, may cancel or relocate a group's use of a building.
8. The Township reserves the right to prohibit, rescind or change the use of buildings, and this policy, regardless of prior approval for use. Whenever practical, reasonable notice will be provided.

X. LEGAL RESPONSIBILITY/LIABILITY

1. Applicants shall be responsible as set forth in the Indemnity & Hold Harmless Agreement below.
2. Applicants shall execute an Indemnity & Hold Harmless Agreement and submit same along with the Building Use/Rental Application. The applicable shall not otherwise be considered complete.

XI. ADDITIONAL GENERAL POLICIES

1. Applicants shall not alter, modify, reduce, enlarge, adapt, or change any Township building for any purpose. Applicants may request changes to township buildings to facilitate a program or an organization's use. A formal request and plan shall be submitted to the Department of Recreation & Senior Services. The request shall be transmitted to the Mayor, who will approve or deny the request.
2. No person shall disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit issued by the Department of Recreation & Senior Services.
3. Applicants shall ensure that youth program volunteers who work with children under the age of 18 complete Federal and State background checks. Proof of compliance shall be provided to the Department of Recreation & Senior Services along with the application. Applications shall not be considered complete without such proof.

4. Date(s) of event: _____
5. Hours of use (**All events must conclude by 10:00pm**): _____
6. Number of participants attending: Adults(over the age of 18) _____ Children: _____
Number of chaperones (1 per 12 children): _____
8. Will you be promoting/advertising your event? (i.e. Social Media, Flyers): _____
9. Are you planning on bringing in any Special equipment to be used during your event? (i.e. Extra tables/chairs, grill): _____ (Must be removed by end of event)
11. Will you be selling any items at your event? _____
12. Will you be hiring a DJ or band for your event? _____
13. Describe the security and safety provisions for the event:

14. Is there adequate parking for the event at the facility requested? _____
15. Will vendors be onsite to sell or solicit food, beverages, merchandise, or equipment? (It is your responsibility to ensure all food vendors are in compliance with rules and regulations of the Burlington County Health Department & have obtained the proper permit) _____

IX. INDEMNITY & HOLD HARMLESS AGREEMENT

Name of Applicant: _____

Representing the Group: _____

Facility Requested: _____

The undersigned representatives of the applicant understand and agree as follows:

The applicant agrees to indemnify and hold harmless the Township of Pemberton, its officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and; 2) caused in whole or in part by my negligent act or omission or that of anyone employed by us may be liable. This Indemnification and Hold Harmless Agreement shall apply in all instances whether Pemberton Township, its officers, employees, volunteers and/or agents, is/are made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim. We further agree to defend and hold the Township of Pemberton, its officers, employees, volunteers and/or agents harmless from any claim or suit or injury damage or blame resulting from the use of all Township-owned facilities.

I understand that as the applicant, I am responsible for the facility (damages), participants/attendees, and keys issued for use of the building/park. I will return the key(s) within two business days of my use of the building. I agree to abide by the noise regulations set forth in this Facility Policy, Township Code and Pemberton Township Ordinance 17-2009.

A Certificate of Insurance naming Pemberton Township as Certificate Holder must be provided. Limits must not be less than \$1,000,000 bodily injury and property damage combined single limit. ONLY if you are private user, the Hold Harmless & Indemnification Agreement may be substituted for the Certificate of Insurance. All other parties must provide both.

Signature-Authorized Applicant Representative

Date

Signature-Authorized Applicant Alternate Representative

Date

Signature-Authorized Pemberton Township Representative

Date