



APPLICATION FOR USE OF MUNICIPAL FACILITIES AND/OR FIELDS

FOR USE OF ROOM(S) / PARK / FIELD: _____ DATE OF REQUEST: ____/____/202__

BY (Organization / Individual): _____ # PERSONS: _____ EVENT TYPE: _____

PERMIT FEES/FIELD: Category 6 Fee WITHOUT Lights @ \$50/hour: _____ Category 6 WITH Lights @ \$100/hour: _____
(see Note 2 below) Category 7 Fee WITHOUT Lights @ \$100/hour: _____ Category 7 WITH Lights @ \$150/hour: _____

SETUP REQUIRED: Y or N EQUIPMENT REQUIRED: _____

TIMES TO BE USED: (Attach add'l pages if needed)	LIST DATES	FROM(HOUR)	TO(HOUR)

PERSON/COMPANY RESPONSIBLE: (FOR CONDUCT, BILLS) _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PERSON MAKING REQUEST: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

(TO BE COMPLETED BY MAHWAH RECREATION DIRECTOR ONLY)

Permit # _____ Issued to: _____

APPROVED _____ DISAPPROVED BY _____ DATE: _____

CATEGORY OF GROUP NAMED ABOVE _____ CHARGES: RENTAL _____

BUILDING/FIELD LOCATION: _____ OTHER FEE _____

TOTAL _____

NOTE:

- When inclement weather forces closure of the schools, all building/field use will be cancelled for that day. An alternate date may be provided or all fees paid will be refunded.
- Rental fee must be paid before event. Fee for custodial overtime (if applicable) will be billed separately after event. Fees are per field. (ie: Commodore Perry Softball & Commodore Perry Baseball = 2 field charges) All checks/payments should be made out to: Township of Mahwah Recreation Dept., 475 Corporate Drive, Mahwah, NJ 07430, Attn: Dennis Burns, Recreation Director
- Mahwah High School Facility ONLY: You must contact the AV Supervisor at least two weeks before the event or the first rehearsal, whichever comes first. An MHS AV Technician must provide and/or supervise the sound and lighting for the event. **DO NOT PAY AV DIRECTLY, we will bill you separately after the event.**
- You must adhere to all Township of Mahwah Ordinances as posted at each facility
- You must follow all CDC, State of NJ, Township of Mahwah Guidelines and Requirements to help prevent the spread of Covid-19 virus, including the wearing of masks and social distance. Covid-19 Acknowledgement must be signed to receive permit.
- If Township of Mahwah event conflicts with permit time above, the Recreation Director reserves the right to move your time slot with advance notification.
- The use of smoke machines is strictly prohibited.

TOWNSHIP OF MAHWAH

Bergen County, New Jersey



**HOLD HARMLESS AGREEMENT
USE OF MUNICIPAL FACILITIES**

Between the **TOWNSHIP OF MAHWAH**,
with principal offices located at: **475 Corporate Drive, Mahwah, NJ 07430**

And

Organization Name

Street Address (Not Post Office Box)

Telephone Number

Contact Person

Organization Type: *(Please Check One)*

- Individual
 Non-Profit Organization
 Profit Making Organization

In consideration for use of municipally owned facilities at _____
_____ on the following date(s): _____

for the purpose of _____,

the undersigned agrees to indemnify, defend and hold the **Township of Mahwah, NJ** (hereinafter referred to as the "Municipality") and its officers, agents, members, employees and assigns harmless from any and all liability, demands, claims, suits, losses, injuries, damages, judgements, expenses, costs and attorneys' fees arising out of the use of the above stated municipal property for the purposes stated above.

I (we) understand this Hold Harmless Agreement also provides the Municipality be indemnified from any and all liability, claims, demands, damages, judgements, expenses and costs of any kind resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred, unless waived in writing by the Municipality.

**HOLD HARMLESS AGREEMENT
USE OF MUNICIPAL FACILITIES**

Page 3 of 5



I (we) agree to furnish a Certificate of Insurance evidencing Workers Compensation coverage (except for an individual) as well as Auto Liability (as applicable), General Liability, Bodily Injury and Property Damage coverage with **minimum** limits of liability not less than:

- _____ \$ 300,000. for an Individual
- _____ \$ 500,000. for Non-Profit Organization
- _____ \$1,000,000. for a Profit Making Organization or Corporation

The Certificate of Insurance shall also specifically name the Municipality as an additional insured with respect to General Liability coverage for the event listed above. The Certificate must be furnished to the Municipality prior to the commencement of the event.

It is further understood and agreed, the Municipality is not responsible for personal property of the undersigned or their guests or participants.

The following information concerning the intended use of the premises is furnished:

- a) Total number of persons anticipated is _____.
- b) Live entertainment (will) or (will not) be provided.
- c) Other _____

Signed this _____ day of _____, 202__, as the binding act in deed
of _____
Name of Organization or Party

Authorized Signature

Witness

Print Name

Print Name

NOTE: No photocopied or facsimile copies of this signed original Agreement shall be accepted. Only the original Agreement signed by an authorized individual shall be accepted. No exceptions and/or limitations to this Agreement will be accepted.

TOWNSHIP OF MAHWAH
Bergen County, New Jersey



**ASSUMPTION OF RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19
USE OF MUNICIPAL FACILITIES**

The novel coronavirus, commonly known as COVID-19, has been declared to be a worldwide pandemic by the World Health Organization (WHO). SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multi-System Inflammatory Syndrome in Children (MISC) are extremely contagious. They are believed to spread primarily through close person to person contact, even with asymptomatic individuals. There is no known vaccination(s), immunization(s) or cure for these pandemic illnesses.

Recently, however, as the number of cases continue to decline Statewide, the Governor issued Executive Orders 149 & 157, which allows for various outdoor activities, including recreational activities, summer camp and outdoor pool operations to resume under certain conditions on or after June 22, 2020. With the reopening of these activities, the Township of Mahwah has implemented a number of preventive measures to reduce the spread of COVID-19. However, there cannot be a guarantee that any Participant and/or Leader of your Organization will not become infected as a result of leaving your home.

By signing this Agreement, I/WE Acknowledge & Attest:

The Group/Organization is aware of the recommended guidelines set forth by the CDC and the NJDOH and is implementing, to the best of their ability and as applicable, those recommendations, including, but not limited to:

- Social Distancing (as applicable)/Physical Closeness of Participants
- Use of proper Personal Protective Equipment (PPE)
- Use of Facemasks and/or Face Shields
- Increased Cleaning/Disinfecting of Areas Utilized (As applicable)
- Ensuring adequate Ventilation (As applicable)
- Any other Safety measures deemed applicable, specific to your Organization/Activity

**ASSUMPTION OF RISK AND WAIVER
OF LIABILITY – COVID-19
USE OF MUNICIPAL FACILITIES**

Page 5 of 5



ORGANIZATION/GROUP ACKNOWLEDGEMENT:

By submitting the Application for Use of Buildings/Facilities and/or Equipment, we acknowledge that it is OUR ORGANIZATION'S RESPONSIBILITY to comply with Governor Murphy's Executive Orders No. 149 and 157, as well as State-issued guidelines for the Use of the Township of Mahwah, which includes Buildings, Parks, Athletic Fields and/or Municipal Equipment during the COVID-19 pandemic. You also assume the responsibility of regulating the number of Participants as pertains to Executive Order No. 149. Should the Governor issue any additional orders, you will also be required to adjust accordingly. You further acknowledge that updates to State-issued guidelines can be found at www.covid19.nj.gov and will follow all updates to State-issued guidelines and Governor's Executive Orders for the use of the Township of Mahwah Facilities.

If you are found in non-compliance with the Governor's Executive Orders, your Permit will be revoked immediately, with no refund, and you will jeopardize future consideration for a Permit for use of the Township of Mahwah facilities.

ACKNOWLEDGEMENT & CONSENT:

I/WE have read and accept the terms and conditions contained herein and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon Our Organization to adhere to this Policy, to the best of our ability.

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I HEREBY ACKNOWLEDGE THE FOREGOING

ORGANIZATION OFFICIAL – SIGNATURE
PLEASE PRINT

ORGANIZATION OFFICIAL –

TITLE

DATE