Evesham Township, New Jersey 984 Tuckerton Road Marlton, NJ 08053 (856) 983-2900



Want to host an event in Evesham Township, New Jersey? Great, we love to have a good time! Our goal is to help you plan a safe and successful event.

Individuals or organizations considering holding an event in the public right of way in Evesham Township must file an application(s) with the town at least 90 days in advance of the event and receive approval. When scheduling your event, be sure to check the Township events calendar for potential conflicts.



FACILITY USE PACKET

984 Tuckerton Road, Marlton, NJ 08053 | (856) 983-2900

EVESHAM TOWNSHIP

Application for Use of Facilities | Events (non-sports)

	d 90 Days Prior to Event. *Subject to Council Approval
Applicant:Street Address:	
City, State, Zip:	
Person Responsible:	
	itle:
Telephone: (C)(W)	itle:
Name and Location of Facility(ies)	f event):
For the following purpose (include name or	f event):
On the following date(s):	Certificate of Insurance attached? YES_ NO_ Actual Start/Finish Time of event:to
	totototototototototo
	eat, where was this held previously?
Road closures needed? YES NO If YI	
	feet in one direction A Tent Permit is required.
Using Propane? YES NO If YES, A P	
	f YES, A Street Closure Permit is required.
Addivided in the readings 25	TEO, A Guest Glodie i Gillia i Gallia i Gallia
Conducting a Raffle? YES NO If YES	. A Raffle License is needed.
Conducting a Bingo? YES NO If YES	
	, , , , ,
Alcoholic Beverages being served/sold? *\	You must be licensed by NJABC to serve/sell
alcohol* YES NO If YES, Enter NJAI	
	lling of alcohol must submit one of the following
two Forms	
1. New Jersey Division Of Alcoholic Bev	verage Control Social Affair Permit
	verage Control Catering Permit. njoag.gov/about/
divisions-and-offices/division-of-alcoholic-	
	\$ // 6
	icipality Use of Facilities Agreement and agrees to
abide by and comply with the terms of tha	It Agreement. Additionally, the applicant will be
	dinances/Codes, specifically but not limited to
Chapter 110 Facilities Use Policy. ecode	
APPLICANT:	DATE:
APPLICANT: Signature	
(6)	NSHIP USE ONLY
	y, 1VC VV -
	Approved Date:
POL	ICE USE ONLY
Date Received:Approved by:	Approved Date:

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

984 Tuckerton Road, Marlton, NJ 08053 | (856) 983-2900 **EVESHAM TOWNSHIP**

Application for Use of Facilities | Events (non-sports)

Completed Application Should be Submitted 90 Days Prior to Event. *Subject to Council Approval

THE TOWNSHIP OF EVESTIAN, a Municipality of the	he State of New Jersey, hereinafter referred
to as "MUNICIPALITY", hereby agrees to allow	(Name
of Person(s) or Organization) hereinafter referred to	as "USER", to use the facilities listed below
Name and Location of FACILITY(IES)	state location
hereinafter referred to as "FACILITY(IES)" for	
on the following date(s):	
The above USER shall inspect the described FACIL (IES) and report any defective, hazardous or dange to(Name and Telephone. Number) at MI cease the use of the FACILITY(IES) until such defection.	rous conditions found at the FACILITY (IES) UNICIPALITY, and USER shall immediately
remedied. After the use of the FACILITY(IES) until such defect remedied. After the use of the FACILITY(IES), USEF MUNICIPALITY any and all defects, hazards, dama adjacent to the FACILITY(IES).	R shall immediately report to the

Indemnification

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, 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 USER's use of the named FACILITY(IES), including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER 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 USER, 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 USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER.

Insurance

Notwithstanding the indemnification and defense obligations of the USER, USER 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 USER's use of the FACILITY(IES), whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable.

USER shall be required to name the MUNICIPALITY as an "Additional Insured" on the USER's policy of commercial general liability insurance, and simultaneously with the delivery of the executed "Use of Facilities Agreement", USER shall provide the MUNICIPALITY 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 MUNICIPALITY has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, USER shall be required to provide the MUNICIPALITY with a Certificate of Insurance indicating the continuation of insurance coverage and designating the MUNICIPALITY as an "Additional Insured" for the duration of this agreement.

Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the USER, the USER shall provide at its own cost and expense proof of the following insurance to the "MUNICIPALITY":

General Liability including Products & Completed Operations Insurance with a minimum combined single 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*.

MUNICIPALITY shall be named as an "Additional Insured".

Failure by the USER 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 USER 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 MUNICIPALITY. The USER shall take no action to cancel or materially change any of the insurance required under this Contract without the MUNICIPALITY's prior approval. The maintenance of insurance under this section shall not relieve the USER of any liability greater than the limits or scope of the applicable insurance coverage.

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.

Signed by a	an authorized represe	ntative of the USER and the I	MUNICIPALITY on this	day
of	, 20			
USER:		MUNICIPALITY_		
	Signature		Authorized Signature	•

984 Tuckerton Road, Marlton, NJ 08053 | (856) 983-2900

EVESHAM TOWNSHIP

Application for Street Closure Permit

		90 Days Prior to Event. *Subject to Council Approval
1. Applicant mant 9. Dereon Reenon	sihla Nama:	
2. I ersom nespon 3. Street Address:		
4. City. State. Zip:	'	
5. Date of Street (Closure:	_ Rain Date:
6. Purpose of Stre	et Closure:	
7. Proposed Rout		
		DRAWING + WRITTEN DESCRIPTION:
Be Detailed as Pos	ssible including Start, Fini	ish, Direction of Travel, Stage areas, DJ setup, etc.
	umber of the following:	
 Number & Type 	of Vehicles	
 Number & Type 	of Animals	
 Number & Type 	e of Bands	
 Number & Type 	of Handheld Signs	
 Number & Type 	of Small Props	
The state of the s		
Specify hours of	of use: from:to	_ Actual Start/Finish Time of event: to
	upy All Or A Portion The S Ikathon, 5K, Marathon, M	Streets Proposed To Be Traversed? YES NO arch, Parade, etc.)
GRO	OUP/INDIVIDUAL CERTIF	FICATION OF RESPONSIBLE PARTY
I/We shall be fully re resulting from the e I/We also agree to i claims made agains	responsible and liable to to event sponsored by said of indemnify and hold harml st the Township of Evesh	al(s) do hereby acknowledge and agree that he Township of Evesham and/or other parties group and/or individual(s). ess the Township of Evesham for any and all am as a result of the event including, but not s in defense of said litigation.
abide by and comp familiar with the To	oly with the terms of that	ipality Use of Facilities Agreement and agrees to Agreement. Additionally, the applicant will be nances/Codes, specifically but not limited to 60.com/10137934
APPLICANT:		DATE:
	Signature	EST
	POLIC	CE USE ONLY
Date Received:	Approved by:	

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

984 Tuckerton Road, Marlton, NJ 08053 | (856) 983-2900 EVESHAM TOWNSHIP Application for Security and Sanitation | Events

Completed Application Should be Submitted 90 Days Prior to Event. *Subject to Council Approval

SECURITY
Who is providing security for the event?
How many security personnel will be employed?
How will the security personnel be identified?
SANITATION
Who is providing sanitation facilities for the event?
What type of sanitation facilities will be provided?
fl portable toilets are being used how many will be provided? and when will they be removed?
Who is responsible for clean-up after the event?
Describe your clean-up plan or arrangements:
SAFETY
Will first aid be available at the event? YES NO
Who will be responsible for administering first aid at the vent?
Will you have a designated first aid station? YES NO If yes, how will it be identified?
Describe any special communication plans to be used at the event:
How will you contact the Evesham Police Department in case of emergency?

Evesham Township Facilities Use Fee Schedule Event Setup:

Fence installed perimeter:	\$600.00 installation
	\$600.00 removal
Trash/Recycling Cart:	\$10.00 per cart
Public Works Department Overtime Rate:	Up to \$60.00 per hour/per employee for setup/breakdown
Police Overtime Rate:	\$77.00 per hour/per officer
	Questions Contact: Police Department Non-Emergency (856) 983-1111
Fire Department Permit:	Propane Cooking - \$100 per event
	Open Tents – over 30ft in one direction - \$100.00 per event
	Questions Contact: Fire Prevention at (856) 983-2750
County Health Permits:	County Mobile Food Vendor Questions Contact: County Board of Health at (609) 265-5548



Facility Use Policy

Township of Evesham
Department of Recreation and Open Space
1/20/1998
Revised 1/16/2007
Revised 12/12/2017

Township of Evesham Facility Use Policy

Table of Contents

I.	Facility Use Policy	3
Π.	Facility Use Regulations	4
	A. General Regulations and Prohibited Activities	4
	B. Supervision_	6
	C. Maintenance and Use of Facilities	6
	D. Damage to Municipal Property	6
	E. Parking	6
III.	Facility Use Permits, Fees & Insurance	7
	A. Permit Application, procedures and deadlines	7
	B. Schedule of Fees	9
	C. Review of information where deemed appropriate	12
	D. Insurance	12
	E. Indemnification and Waiver	13
	F. Priorities of Use	13
	G. Permit Application Form_	14

Facility Use Policy

I. Facility Use Policy

Evesham Township Council recognizes that:

- 1. Municipal facilities can be defined, but not limited to, as any park, playground, building, or open space area that is owned by the Township of Evesham. Municipal facilities are public property and, as such, should be made available for public use, when it is determined that such use would not subject facilities or participants to any harm or injury.
- 2. Use of municipal facilities should be programmed and regulated for the convenience of their users in order to ensure availability and safety.
- 3. Proper maintenance and care is required in order to maintain these facilities and keep them in proper condition for their users.
- 4. Under the direction of the Township Manager, the Facility Use Policy shall be enforced by the Department of Recreation and Open Space and said department shall have final authority over maintenance and scheduling of all recreational facilities.

As such, the Evesham Township Council has adopted the following regulations as a means of improving the accessibility of Evesham's municipal facilities and, at the same time, providing for their safe, constructive and prolonged use.

II. Facility Use Regulations

(Code of the Township of Evesham: Chapter 110; Section 3)

A. General Regulations and Prohibited Activities

- 1. It shall be unlawful for any person, firm, corporation or any other entity to perform or permit to be performed any of the following acts within any park, playground, open space, building or property owned by Township of Evesham.
 - i. Mark, deface, disfigure, injure, tamper with, or displace or remove any Township Property.
 - ii. Throw, discharge or otherwise place or cause to be placed in the waters any fountain, pond, lake, stream or other body of water in or adjacent to any park or open space area, or any tributary, stream, storm sewer, or drain flowing into such waters; any substance, matter, liquid or solid likely to result in pollution of said water.
 - iii. Dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse or other trash in any waters in or contiguous to any park, playground or open space area, or anywhere on the grounds thereof, but shall be placed in the proper receptacles, where these are provided: and where receptacles are not so provided, all such rubbish or waste shall be carried away from the park or open space area by the person(s) responsible for its presence and properly disposed of elsewhere.
 - iv. Endanger the safety of any person by any conduct or act, including disturbing the peace or committing any assault, battery or fighting.
 - v. Carry, possess, or consume any alcoholic beverage or cannabis (unless specifically permitted by the Township), narcotics or drugs in any park, playground, open space, building or property of the Township.
 - vi. Smoke in any Township building or any municipal property.
 - vii. Prevent any person from using any Township facilities, or interfere with such use in compliance with these regulations.
 - viii. Operate, drive or park any automobile or motorcycle, or other motorizes vehicle, except on a street, driveway or parking lot in any park, playground or open space area, or park or leave any such vehicle in any place other than the areas designated for public parking. No motorized vehicles shall be permitted in any park, playground or open space area except in specific locations provided for said use, if any.
 - ix. Solicit funds for any purpose or sell, vend, peddle or offer for sale any commodity, article, or services within any park, playground, open space, building or property of the Township where such activity is purely for pecuniary profit, or solicit funds for any purpose, other than employees and officials of the Department of Recreation and Open Space or persons having prior written permission from the Township.

- x. Paste, glue, tack or otherwise post or hang any sign, placard, advertisement, or inscription whatsoever in any park, playground, open space area, building or property in any public lands, highways or roads adjacent to said area. (The provisions of this subsection shall not apply to any authorized official of the Township in pursuit of any official duty, or persons having prior written permission from the Township)
- xi. Use or cause to be used any loudspeakers, public address systems or amplifiers without having first having obtained written permission from the Township.
- xii. Hold, possess or use any firearms or weapon in or within three hundred yards of any playground or Township structure or property.
- xiii. Molest, trap, capture or hunt, injure or kill any animal, fish or other wildlife or disturb its habitat, except in portions of any park or open space area so designated.
- xiv. Hunt with any type of weapon on any Township park, playground, open space area, or Township owned land, buildings or property, unless specifically authorized by the Township and in conformance with fees, regulations and other parameters.
- xv. Swim in any pond, lake, stream or any other body of water except areas designated and posted as approved for swimming.
- xvi. Run a gas operated water craft in any pond, lake, stream, or any other body of water, except where designated.
- xvii. Allow any pet to roam unleashed in any park or playground, except where designated. Any and all fecal matter emitted from pets must be removed and carried away by the owner, except in designated areas.
- Evesham Township reserves the right to prohibit, rescind or change the use of facilities, regardless of prior approval for use. Whenever practicable, reasonable notice will be provided.
- 3. All indoor activities must terminate by midnight, unless prior written approval is obtained. All unlighted outdoor activities must terminate by sunset. Activities at lighted facilities, designated for evening use, must terminate by 10:00pm, unless otherwise approved by the Township.
- 4. Municipal facilities cannot be used for any purpose prohibited by law.
- 5. Open fires are prohibited, except when approved by the Township and any and all government agencies having jurisdiction therein. However, charcoal grills are permitted in designated picnic areas.
- 6. Applications for the use of any municipal facility can be denied at the discretion of the Township.

Facility Use Policy

B. Supervision

- 1. Applicants granted uses of facilities are responsible for the proper supervision of all participants and spectators. Those participants under the age of 18 years are not to be left unattended at any time.
- 2. Applicants granted use of facilities will be held responsible for any personal injury or property damage resulting from the lack of supervision or poor supervision of participants or spectators.

C. Maintenance and Use of Facilities

- 1. The person or group obtaining the permit must report any problems encountered with the facility to the Department of Recreation and Open Space within 24 hours of the conclusion of the activity.
- 2. Proper use of facilities is of the utmost importance. Organizations or groups failing to abide by the provisions of this policy will be asked to curtail their event(s) and may be denied further use of Township facilities.
- 3. Facilities must be left clean and orderly. Chairs and tables shall be returned to their original positions and lights and air conditioning/heating should be turned off or adjusted as directed as posted at the facility.

D. Damage to Municipal Property

1. Users of facilities automatically assume responsibility and liability for all damages and loss to Township property that occurs while using said facilities.

E. Parking

- 1. Parking is limited to designated parking areas.
- 2. No vehicles are permitted on any park, playground or open space, except for emergency situations only.
- 3. Violation of the parking policy will result in revocation of the applicant's privilege to continue utilizing the facility.
- 4. Violators will be towed at the owner's expense and may be fined.

III. Facility Use Permits, Fees, & Insurance

A. Permit Application, procedures, and deadlines

- 1. Do I need a permit for a facility?
 - i. Applications for the use of municipal facilities are required for the following:
 - Organized games, contests, picnics, sports activities and any other organized, pre-planned or scheduled gathering. No activity will be scheduled without an Executed Facility Use Permit.
- 2. When do I not need a permit for a facility?
 - i. Applications are not required for the unreserved use of parks, playground and open space areas.
 - 1. However, an individual, party or group that has reserved a particular facility and is in possession of an approved Facility Use Permit will receive priority over a group lacking such a permit.
- 3. Where can I obtain an application for a permit?
 - i. Applications for the use of any municipal facility available for use can be obtained online at www.evesham-nj.org and can be obtained in person, by email, or requested by mail to:

Department of Recreation and Open Space 115 S Elmwood Road Marlton, NJ 08053 856-983-0222, ext 6101.

- 4. When is the earliest and latest I can apply for a permit?
 - i. All multi-day athletic related applications must be submitted to the Department of Recreation and Open Space in writing no more than six (6) months prior to the start of a specific sporting event, nor less than ninety (90) business days prior to said event.
- 5. Will I need to pay a security deposit and will I get it back?
 - i. Security Deposits are required in addition to insurance. Applicants will be charged \$500 for a one-time usage and \$1,000 for multiple uses. Applicants can pay in cash, check or credit card at the offices of the Department of Recreation and Open Space. Checks can be made payable to the Township of Evesham.
 - 1. This deposit will be used to cover any damage to the Township property or cleaning required due to the use of the site. At the Department of Recreation and Open Space's sole discretion, the user will be notified in writing if any such charges will be assessed. If no charges are assessed the security deposit will be returned, or it may be used to secure another event.

Facility Use Policy

- 6. Will I need to pay any application or rental fees?
 - i. Fees are required with certain applications.
 - 1. These are indicated in Section III-B: Schedule of Fees.

7. Will I need to provide insurance?

- i. Proof of insurance is required with certain applications. Any outside group wishing to utilize Township of Evesham recreation fields, building, or properties must present a certificate of insurance of \$1,000,000.00 liabilty naming Evesham Township as additional insured meeting the Township's requirements together with fees and security deposits. Fees and documents must be satisfied in full before reserving use. There shall be no organized use of Township properties without reservations made through Evesham Township.
 - 1. These are indicated in Section III-D: Insurance.
- ii. An original, signed liability insurance indemnification and waiver is required with certain applications.
 - 1. These are indicated in Section III-E: Indemnification and waiver.
- 8. Where do I submit by permit and all proper back up documentation?
 - i. Completed applications should be returned to the Department of Recreation and Open Space at the above address. Please type or write on the envelope: Facility Use Application. Applications should be submitted at least ninety (90) business days prior to the scheduled event. Applications submitted after this deadline cannot be assured of scheduling.
 - ii. Applications are considered on a first come-first serve basis. All applicable payments, deposits, insurance requirements and roster memberships <u>must</u> accompany the application. Payments/deposits must be made in advance with the permit application and will only be deposited after scheduling and approval.
- 9. When will I know if my permit has been approved and scheduled?
 - i. If the application is correctly completed and the facility is available, confirmation of the scheduling dates will usually occur within five (5) business days of initial submittal. An Executed Facility Use Permit will be immediately issued and will be either mailed, emailed, or made available for pick up, per the applicant's request.
 - *ii.* The **Executed Facility Use Permit** must be present with the user group's representative at all scheduled activities.
- 10. When does my Executed Facility Use Permit expire?
 - i. Each **Executed Facility Use Permit** will have specific dates listed for approved use.
 - ii. An Executed Facility Use Permit for athletic events may be granted for a maximum of four (4) months; non-athletic events for a maximum of one (1) year. It is the applicant's responsibility to file a new application upon expiration.

Facility Use Policy

B. Schedule of Fees

- 1. All groups, organizations and/or leagues and all "for-profit" youth organizations will be required to pay a fee to use Township facilities. The Evesham Senior Citizens Club is exempt from all fees. All other organizations will be required to pay a fee in accordance with the Ordinance 17-7-2017 amending Chapter 72 of the Township Code titled "Fees" to use Township facilities.
- 2. Relevant fees are listed below, and a full list of fees can be found in Chapter 72 of the Township Code.
- 3. Definitions of groups and residency requirements for determining proper fees
 - i. Non-profit group is a group comprised of residents, organized for purposes other than generating profit, as determined by the Internal Revenue Service.
 - 1. Organizations must provide proof of their not for profit or 501(c)(3) status.
 - ii. Commercial can be defined as a for-profit business entity or group.
 - 1. Organizations/Business must provide proof of their Business Registration Certificate.
 - iii. Residency Requirements
 - 1. Residents must provide proof of residency such as driver's license, voter registration, or current tax or utility bill in their name.

Facility Use Policy

4. Rentals Fees Outdoor fields, no lighting

i. Residents

Individuals/groups \$41 per hour
 Nonprofit groups \$39 per hour
 Commercial \$61 per hour

ii. Non Residents

Individuals/groups
 Nonprofit groups
 Commercial
 \$47 per hour
 \$40 per hour
 \$66 per hour

5. Rental Fees Outdoor Synthetic Turf Fields (M1 and M2)

i. Residents

Individuals/groups \$115 per hour
 Nonprofit groups \$115 per hour
 Commercial \$155 per hour

ii. Non Residents

Individuals/groups \$125 per hour
 Nonprofit groups \$115 per hour
 Commercial \$170 per hour

6. Rental Fees Blue Barn (Indoor Courts and Rooms)

i. Residents

Individuals/groups \$45 per hour
 Nonprofit groups \$45 per hour
 Commercial \$50 per hour

ii. Non Residents

Individuals/groups \$55 per hour
 Nonprofit groups \$50 per hour
 Commercial \$65 per hour

Facility Use Policy

7. Rental Fees Outdoor Basketball & Tennis Courts

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1.	111	OIL		11.5

1.	Individuals/groups	\$32 per hour
2.	Nonprofit groups	\$32 per hour
3.	Commercial	\$37 per hour
-		

ii. Non Residents

n R	Residents	
1.	Individuals/groups	\$38 per hour
2.	Nonprofit groups	\$38 per hour
3.	Commercial	\$47 per hour

8. Rental Fees Bocce Courts

i. Residents

1.	Individuals/groups	\$16 per hour
2.	Nonprofit groups	\$16 per hour
3.	Commercial	\$21 per hour
, D	Pasidonta	

ii. Non Residents

1.	Individuals/groups	\$26 per hour
2.	Nonprofit groups	\$16 per hour
3.	Commercial	\$32 per hour

9. Rental Fees Hockey Rinks

i. Residents

	2.	Nonprofit groups	\$55 per hour
	3.	Commercial	\$65 per hour
ii.	Non R	esidents	
	1.	Individuals/groups	\$65 per hour
	2.	Nonprofit groups	\$65 per hour

\$75 per hour

\$21 per hour

1. Individuals/groups \$55 per hour

10. Rental Fees Field Parking

3. Commercial

3. Commercial

i. Residents

	1.	Individuals/groups	\$11 per hour
	2.	Nonprofit groups	\$11 per hour
	3.	Commercial	\$16 per hour
 11.	Non Residents		
	1.	Individuals/groups	\$16 per hour
	2.	Nonprofit groups	\$11 per hour

Facility Use Policy

11. Rental Fees Diamonds at Arrowhead

i. Residents

One Field \$105 per hour
 Four Fields \$290 per hour

3. One Day Tournament \$1720 per day

ii. Non Residents

One Field \$136 per hour
 Four Fields \$390 per hour

3. One Day Tournament \$2250 per day

iii. Commercial Event Residents

One Field \$115 per hour
 Four Fields \$299 per hour

3. One Day Tournament \$1764 per day

iv. Commercial Event Non Residents

One Field \$132 per hour
 Four Fields \$401 per hour

3. One Day Tournament \$2315 per day

v. Other Rates

1. Infield grooming \$545 per day

C. Insurance

- 1. Formal organizations that wish to use Township facilities must maintain adequate insurance coverage and provide proof of coverage with their application. An original executed Certificate of Insurance is required at the time of application
- 2. Informal groups, however, are free to use facilities without insurance coverage, contingent upon the execution of an Indemnification and Waiver, which is described in *Section III-E*. Insurance requirements may also be waived for municipally sponsored meetings or events.
- 3. Determination as whether a group is formal or informal will be made by the Township Manager, Director of Business and Resident Services and the Recreation Director. Factors that will be considered include, but are not limited to, incorporation status, size of membership, frequency of gatherings, and existing insurance.
- 4. Those required to have insurance must present satisfactory evidence (original executed Certificate of Insurance) of insurance protection for participants, spectators, coaches and the public within the following terms and conditions.

- 5. The applicant must maintain Commercial Liability insurance with limits of liability not less than \$1 million (\$1,000,000) per occurrence and aggregate. The policy will provide coverage for the users activity at the approved facilities, and shall state such activities on the Certificate of Insurance.
- 6. The Certificate shall name the Township of Evesham as the Certificate Holder and as an Additional Insured for the full duration of the use of the facility. Organizations/Business must attach a certificate of insurance naming the Township as an additional insured with the following specifications: A true copy of the Certificate of Insurance must be attached and indicate the municipality and applicable associations, recreations, or committees formed by the municipality to organize the "event" must be named as additional insured on all liability policies.

D. Indemnification and waiver

- 1. Users must sign a waiver in which they agree to waive and relinquish all claims, and causes of action, of every kind which they have or may have against the Township of Evesham arising out of the use of the facility resulting in personal injury and/or property damage. The users must recognize and acknowledge that they assume all risks in connection with the use of the facility.
- 2. Users must indemnify the Township of Evesham of any and all liability of loss, and against all claims or actions based upon or arising out of damage or injury (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 arise out of negligence of the Township of Evesham, or any of the agents, employees or otherwise. The user must further agree to reimburse the Township of Evesham and/or for any and all expenses, attorney's fees, or costs incurred in the enforcement of this waiver and indemnification.

E. Priorities of use

- 1. Applications for the use of facilities will be scheduled on a first come, first serve basis. When more than one complete application is received for the same date(s), the following priority order will apply. *In all instances, priority is given to Evesham Township Residents.*
 - i. Meetings or events, directly sponsored by the Township Council, or Township employees for municipal purposes.
 - ii. Meetings of Municipal Advisory Boards and Committees.
 - iii. Meetings or events directly sponsored by Township Departments and/or employees for municipal purposes.
 - iv. Meetings held for the discussion of municipal issues.
 - v. Youth recreational activities or service organizations.
 - vi. Adult member organizations.

F. Permit application form (Attached)

Facility Use Policy

Check #	#:
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The undersigned representatives of the requesting applicant understand and agree to the following:

- 1. Activity(ies) will begin and end within the approved time frame.
- 2. Security deposits are required. Applicant will be charged \$500 for a one-time usage and \$1,000 for multiple uses.
- 3. All fees are to be paid in full at least one week prior to the first date. Any overpayment will be refunded at the end of permit term.
- 4. All debris resulting from the approved activity will be picked up and deposited at the designated disposal location(s).
- 5. Specific and sufficient adults will be assigned the sole responsibility of providing security and deterring vandalism.
- 6. Evesham 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.
- 7. Noise must be kept to a minimum so as not to disturb others utilizing the facility and residents within the area.
- 8. Parking is allowed in designated areas only. Please be considerate of residents who live adjacent to park areas; as parking is strictly prohibited on their private property and will result in fines levied by the Police Department.
- 9. All problems encountered with the facility will be made known to the Evesham Township Department of Recreation within 24 hours of the conclusion of the activity.
- 10. ALCHOLIC BEVERAGES OR CANNABIS PRODUCTS ARE NOT TO BE DISPENSED AND/OR CONSUMED WITHIN ANY FACILITY/FIELD. No narcotics, illegal or controlled substances, nor persons under the influence of same, are permitted on the premises.
- 11. It is illegal to smoke cigarettes, cigars and pipes as well as use vapes, or smokeless tobacco devices in public parks, sports fields, forests, historic sites and on other municipal-owned property.
- 12. No food or drink is permitted in the court area of the Recreation Center during activities.
- 13. During inclement weather, no facility will be illuminated.
- 14. Evesham Township will require the applicant to provide remuneration to Evesham Township for damages to the facility and/or repairs/replacement of damaged equipment.
- 15. Violations of any of the above may result in the cancellation of the permit and/or the denial of future requests. The Township or its designated personnel has the right to deny or revoke the use of the facilities or any permit upon finding a violation of any rule or ordinance, for good cause or if it is not in the best interest of the public.
- 16. Code of the Township of Evesham: Chapter 110; Section 3