

Use of Facilities Agreement

Weymouth Township a Municipality of the 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):

Belcoville Community Center (Firehouse)
Loretta Avenue, Belcoville, NJ

hereinafter referred to as “**FACILITY(IES)**”

for _____
(State the Purpose)

on the following date(s): _____

The above **USER** shall inspect the described **FACILITY (IES)** prior to the use of the **FACILITY (IES)** and report any defective, hazardous or dangerous conditions found at the **FACILITY (IES)** to

Bonnie Yearsley, CMC 609-476-2633 at **MUNICIPALITY**, and **USER** shall immediately cease the use of the **FACILITY (IES)** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

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 Facilities, 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.

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 an authorized representative of the **USER** and the **MUNICIPALITY** on

this _____ day of _____, 20_____.

USER

MUNICIPALITY

Witness

Witness

By signing this agreement the USER acknowledges that this Agreement is subject to the rules and regulations and the fee scheduled of WEYMOUTH TOWNSHIP.

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.

* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that “Liquor Liability or Host Liquor Liability” coverage be provided by **USER**. For certain uses, it may be recommended that coverage for “Spectators” and/or “Athletic Participants” be required or that Sports Accident coverage be maintained by the **USER**.

BELCOVILLE COMMUNITY CENTER USE FACILITIES RULES AND REGULATIONS

Hours of Operation:

The Weymouth Township Belcoville Community Center is available for use between the hours of 9:00AM and 11:00PM. Music and entertainment may take place at the Community Center between the hours of 9:00AM and 10:00PM.

Fee Schedule:

The Weymouth Township Belcoville Community Center is available for a variety of activities and uses. In order for the Township to be able to cover the cost of the facility during your use and to prevent the facility from potential damage, a fee schedule has been developed with the intent to have a fair and equitable sharing of the costs between user groups.

- A. Township Government governmental and Township sponsored/co-sponsored groups.
- B. Weymouth Township residents, Non-profit civic groups, clubs and organizations.
- C. Individuals and organizations outside of Weymouth Township and Weymouth Township For profit organizations.

Multi-Purpose Room (No Kitchen)

Group	Number of Users	Rental Fees	Damage /Compliance Deposit Fee*
A		\$0.00	\$0.00
B		\$100.00	\$200.00
C		\$350.00	\$250.00

Multi-Purpose Room (With Kitchen)

Group	Number of Users	Rental Fees	Damage /Compliance Deposit Fee*
A		\$0.00	\$0.00
B		\$200.00	\$200.00
C		\$450.00	\$300.00

***Groups B & C will be required to submit a damage/Compialnce Deposit Fee which will be returned provided the facilities are left in a clean and undamaged state.**

Cancellation/Refund Policy:

- For cancellation requests received at least 45 calendar days prior to the event date, one half of the paid rental fee will be refunded.
- For cancellation requests less than 45 calendar days of the event, only the Damage/Compliance portion of the rental fees will be refunded. The rental fee is non-refundable.
- Renter shall be liable for all costs of any additional services already performed.
- The person who signed the contract must submit all requests for cancellation in writing.

TOWNSHIP OF WEYMOUTH

Application for Use of Facilities

APPLICANT: _____

ADDRESS: _____

ADDRESS: _____

Person Responsible:

Name: _____ Title: _____

Address: _____

Telephone: (H) _____ (C) _____ (W) _____

The Applicant requests the use of the **Belcoville Community Center, Lorretta Ave., Belcoville, NJ**
For the following purpose:

(State the Purpose)

on the following date(s): _____

Specify the hours of use: From: _____ To _____

Number of people to attend: _____

Will juveniles be present? Yes ___ No ___ If Yes, what ages? _____

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served? ___ Yes ___ No If Yes, who will be serving the alcohol?

If Yes, attach a copy of the liquor license and the liquor liability policy of insurance.

___ Attached

Applicant has received a copy of the **Municipality Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: _____ DATE: _____

Signature

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.

PLEASE NOTE:

THE USE OF THUMB TACKS, OR
TAPE OF ANY KIND ON THE
WALLS, CEILINGS, WOODWORK
OR DOORS OF THIS BUILDING IS
STRICTLY PROHIBITED.

VIOLATION OF THIS DIRECTIVE
WILL CAUSE YOUR DEPOSIT FEE
TO BE FORFITTED.

I, _____, have read this
(print name of person executing rental agreement)

notice and understand the contents.

Signature

Date

National Tenant User Liability Program

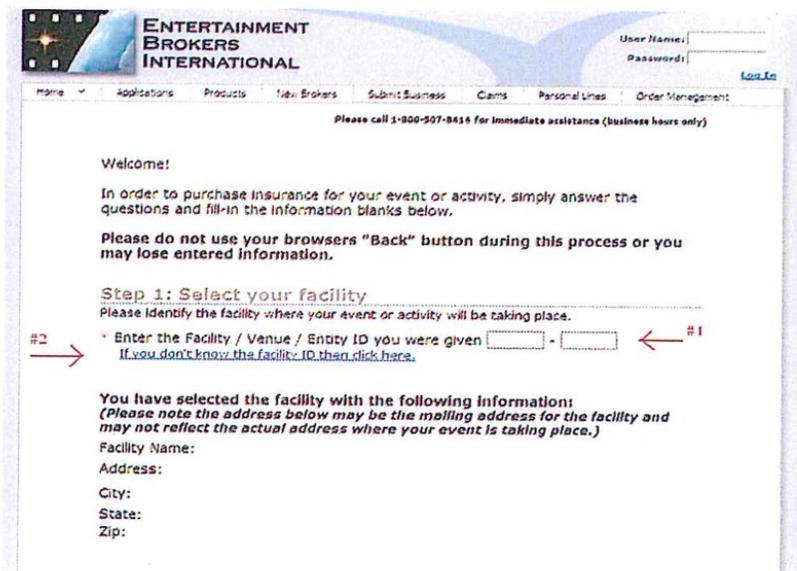
Tenant Users Liability Insurance Policy (TULIP)

Website Instruction

To access the TULIP program, please visit <https://www.ebi-ins.com/tulip/>

Step 1

1. Enter the actual facility code (provided by facility coordinator)
2. If you do not know the code, you can search by clicking the blue link
If you use the link to find your facility a drop down list box will appear
3. Choose the Gallagher National TULIP Program (Initiative)
4. Locate your town from the listing.



The screenshot shows the Entertainment Brokers International website interface. At the top, there is a navigation menu with links for Home, Applications, Products, Web Brokers, Submit Business, Claims, Personal Lines, and Order Management. A login section for User Name and Password is visible in the top right. The main content area displays a welcome message and instructions for purchasing insurance. The current step is "Step 1: Select your facility", which asks the user to identify the facility where the event will take place. It provides a form with two input fields for Facility / Venue / Entity ID, separated by a hyphen. A red arrow labeled "#2" points to the first field, and another red arrow labeled "#1" points to the second field. Below the form, there is a section for "You have selected the facility with the following information:" followed by fields for Facility Name, Address, City, State, and Zip. A note indicates that the address shown may be the mailing address for the facility and not necessarily the actual address where the event is taking place.

Step 2

1. Select an event from the list
4. Answer the three (3) questions
5. Click: NEXT

Step 3

1. Name your event – **IMPORTANT: include the name of the facility you will be utilizing for your event.**

Example: "Grandpa's 80th Birthday Party - Terrace Town Hall"

2. Answer the remaining questions.
3. Click: *Quick Quote* for an instant quote based on the information provided.

Follow the steps to purchase the coverage certificate if desired. The Certificate will be emailed to the email address provided.

Be sure to include the name of the venue/facility where you will be holding your event in the Name Your Event section ! (Step 3)

If you have questions or are having trouble accessing the website, please call our office at 800-333-3231, 8:30 AM MST – 5:00 PM MST and ask for Tracy Paladino or Anita Bruner.

Thank you for your interest in the Gallagher PESD National Tenant User Liability Program.