



Eatontown Recreation Department
47 Broad Street Eatontown NJ 07724
Phone: 732-389-7607 Fax: 732-389-7670
Email: rec@eatontownnj.com

FIELD USAGE PERMIT APPLICATION

Please Print Clearly: FIELD USE FEES SEE LAST PAGE

Date of Application: _____

Organization: _____

Name of Individual: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Facility Requested: _____

Daytime Telephone: _____ **Evening** _____

E-Mail : _____

Describe Use: _____

Will a Fee be charged to participants or teams? _____ **Amount:** _____

Rules and Regulations for Facilities

1. Leasing organization shall be responsible for the behavior of all persons participating in and/or attending the event(s) for which this agreement is made.
2. If your league carries liability and/or accident insurance, please complete the attached Hold Harmless Agreement.
3. Do Not Litter!
4. No alcoholic beverages permitted.
5. Park in designated areas only. Vehicles parked illegally will receive summonses.
6. Do not alter the field in any way, shape or form.
7. Recreation reserves the right to cancel this permit for any date needed for a Recreation event.
8. Any individual or organization violating the above rules and regulations could cause permit to be reevaluated or revoked.

I/We _____ as the duly authorized representative(s) id
_____ agree to abide by and comply with all rules and regulations as
stipulated above.

Signature: _____ Date: _____



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HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE BOROUGH OF EATONTOWN, MONMOUTH COUNTY, NEW JERSEY
AND
(Applicant). _____

WITNESSETH:

1. In consideration of permission to use the public facility described below on the day of, _____20__, the applicant does hereby covenant and agree to save and hold the Borough of Eatontown, its agents, servants and employees harmless from any and all liabilities or costs arising out of the use of the described premises by the applicant, the applicant's invitees or other persons.

2. The facilities will be used for the following purpose and no other:

Number of persons expected to attend: _____.

3. The applicant is: (check one) ___ An individual ___ Non-profit corporation
___ Non-profit association
___ A profit making organization ___ Other (describe)

If applicant is an association or corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Notwithstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the Borough of Eatontown or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the Borough of Eatontown and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Eatontown for any suit arising out of the applicant's use of the premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the Borough of Eatontown for any costs incurred by it for any person or organization acting on its behalf.

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X _____
Signature of Applicant Date

X _____
Signature of Witness Date

If you (the applicant) are a corporation, association or company carrying insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: _____

CERTIFICATE #: _____

LIMITS OF LIABILITY: _____

Property Damage _____
Public Liability _____

A true copy of the Certificate of Insurance is attached hereto: _____. **NOTE:** Require \$1,000,000 per loss liability insurance for Special Events, subject to review and approval by the Borough Administrator. The following additional documents form a part of the Agreement:

FACILITY USE APPLICATION _____ FACILITY OR FIELD DIAGRAM _____

ORDINANCE AMENDING CHAPTER 150-5 OF THE CODE OF THE BOROUGH
OF EATONTOWN ENTITLED "SOFTBALL FIELD USE FEE"

BE IT ORDAINED, by the Borough of Eatontown, County of Monmouth and State of New Jersey, that Chapter 150-5 of the Code of the Borough of Eatontown shall be amended as follows:

ARTICLE II

Section 150-5 "Softball Field Use Fee" is hereby amended to be entitled "Outdoor Field Fees".

Any individual, team, league or organization that desires to have an authorized use for the Borough of Eatontown's outdoor fields shall pay fees in accordance with the following criteria.

A. Usage Fees: Those applicants meeting the definition of “resident” shall pay a fee of Twenty (\$20.00) Dollars per use, per field. This fee covers a two hour timeframe, day or night, and the fee for each additional hour is Ten (\$10.00) Dollars.

Those applicants not qualifying as “resident” shall pay a fee of Forty (\$40.00) Dollars per use, per field. This fee covers a two hour timeframe, day or night, and the fee for each additional hour is Twenty (\$20.00) Dollars.

B. Reservation Fees: In addition to the above fees a field reservation fee is required. Individual, team, or organization applicants shall pay a field reservation fee of One Hundred Fifty (\$150.00) Dollars per application. Leagues shall pay a field reservation fee of One Hundred (\$100.00) Dollars per team, per application. Field reservation fees shall be non-refundable except as noted hereafter.

The Borough of Eatontown through the Recreation Advisory Committee reserves the right to consider a fee waiver request. A fee waiver request must be made in writing and submitted to the Director of Recreation and Community Services at least one week prior to the next regularly scheduled meeting of the Recreation Advisory Committee for consideration at that meeting. The written request shall set forth the applicant’s justification for said fee waiver. The committee’s decision regarding fee waiver shall be binding and final.

The Borough of Eatontown through the Recreation Advisory Committee reserves the right to deny and/or cancel use of its fields/facilities at any time at its sole discretion. If such denial or cancellation is for reasons other than violations of the Borough’s rules and regulations concerning field usage, the Borough shall refund any outstanding fees to the applicant.

C. Definitions: For purposes of this chapter, unless the context clearly indicates a different meaning, the following definitions apply:

RESIDENT – An individual who is able to provide sufficient documentation supporting his/her claim of residing or being employed in the Borough of Eatontown; or a team, league or organization whose submitted player/participant roster contains persons residing or employed in the Borough of Eatontown totaling no less than 51% of its entirety.

INDIVIDUAL – A specific person not affiliated with a team, league or organization.

TEAM – A singular identifiable group of people involved in the same activity, associated with an organized league of similarly situated teams.

LEAGUE – An association of multiple teams that compete with one another.

ORGANIZATION – A group of people with a shared interest or purpose, not belonging to or meeting the definition of a team or league as described herein.