CITY OF VENTNOR

Recreation Facilities Rental Agreement

Office of Recreation
6201 Atlantic Avenue | Ventnor, NJ 08406

Application Information

All applications will be reviewed by the Recreation Leader and the Recreation Board at their scheduled monthly meeting.

Please be sure to complete the sections of this application that apply. Incomplete applications will result in delays in the review process and could result in a denied application. All proposed activities and events are subject to the approval of the City of Ventnor. The City and applicable reviewing offices will not consider your event for approval if the application is incomplete. You will be notified if the application is approved.

Prior to the issuance of an approved Recreation Permit, costs incurred are the sole expense and risk of the organization/instructor.

Do not assume that all aspects of the event will be approved. You may be asked to amend your plan(s) or event(s) based on, but not limited to, the availability of services, scheduling of other events, and/or the need to maintain order and safety in and around the event. Therefore, you are encouraged not to make any arrangements for your event until written approval from the City has been received.

If approved, a permit will be sent out and you are to have it accessible to you during your program. A permit will be sent within two to four weeks of receiving your application. The City of Ventnor holds the right to shut down your program if found not compliant with the rules.

Applications should be turned in within 30 days of the program/class start date listed.

Questions

Please contact: Kristen Morgan, Recreation Director

Email: kmorgan@ventnorcity.org | Phone: 609-823-7950

Applicant / Organization Information

	Information
Name / Organization	
Address	
Phone Number	
Email	
Contact Person	
Certifications / Credentials	Please list and provide a hard copy if possible.

Program / Event Information

Field	**Information**
Start Date / Time (mm/dd/yy)	
End Date / Time (mm/dd/yy)	
Number of Days per Week	
Attendance	
Location Requested	
Description of Class	
Coaching or Classes	Please indicate whether you are coaching or providing classes.

Program Type and Annual Fee

Please indicate the type of activity (for example: Yoga, Pilates, Boxing, Meditation, athletic teams, etc.).

Type of Activity	Annual Fee	Application Deadline
Beach Exercise	$250	Application submitted before the second Tuesday in May
Beach Exercise	$500	Application submitted after the second Tuesday in May

Recreation Facilities for Beach Exercise / Coaching

If you wish to use a location not specified below, please write it in and explain why you want that location to be approved.

- Babe Ruth Baseball Field
- Little League Field
- Softball Field
- Pickleball Courts
- Tennis Courts
- Basketball Courts
- Football Field
- Volleyball Courts
- Playground: CSURE, Fireman's, Balfour / Surrey
- Beach Streets: Cambridge / Pier, Newport Avenue, Dorset, Suffolk, Somerset
- Ski Beach
- Surrey / Fremont Practice Field

Requested alternate location and reason:

Location	
Reason for Request	

Rules and Regulations for Approval

Insurance Requirements

A Certificate of Insurance is required, with the City listed as Additionally Insured.

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 City of Ventnor City:

- General Liability, including Products and Completed Operations insurance, with minimum liability limits of $1,000,000 per Occurrence / $2,000,000 Aggregate.
- General Liability must include the City of Ventnor City as an "Additional Insured."
- Workers Compensation: New Jersey statutory limits and Employers Liability.

A Certificate of Insurance for Automobile Insurance will be required if a vehicle(s) is used in any way (other than basic transportation) during the use of Ventnor's facilities, properties, or venue.

Higher limits or additional coverage may be required for high-hazard exposures or activities.

The User shall provide Ventnor City with a Certificate of Insurance as proof of required coverage and evidence of Ventnor City's Additional Insured status. Failure of User to supply such written evidence of insurance and to maintain the same for the duration of this Agreement shall result in default of this Agreement, and User shall be prohibited from using said facility(ies).

Insurance companies used for the above coverages must be licensed by the State of New Jersey and acceptable to the City. The User shall take no action to cancel or materially change any of the insurance required under this contract without Ventnor City'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.

Fees and Payment

Fees must be paid by check made payable to Ventnor Recreation.

Payment can be mailed or dropped off in an envelope addressed as follows:

Ventnor City Hall
Attention: Recreation
6201 Atlantic Avenue
Ventnor, NJ 08406

Use and Care of City Property

Premises shall be left in as good a condition as received, with reasonable wear and tear expected. All trash MUST be removed by the applicant. Applicant accepts responsibility for any damages which might occur during the period of use. City property shall not be removed from the premises. The City reserves the right to invoice the applicant post-event for return of premises to as good a condition as received, with reasonable wear and tear expected.

Applicant must promptly reimburse the City for any damages of any kind to City property, outside of reasonable wear and tear, which may result from the use by the applicant of the City's premises under the permission granted herein.

The City reserves the right to invoice the Applicant post-event for City services, materials, and equipment or any other costs incurred by the City.

Compliance and Responsibility

Applicant shall comply with all laws, rules and regulations of the federal, state, and local governments governing operations and conduct on City property. Applicant will also comply with all requirements of this application and any issued permits.

The noise level shall not exceed the maximum applicable permitted levels or time restrictions as permitted by Local and State law. For reference, see Ventnor City Code (Maximum permissible sound levels).

The Permittee, its agents, employees, officers, and assignees assume all liability for any injury to persons or damage to public or private property caused, directly or indirectly, by the permitted event. Furthermore, the Permittee, its agents, employees, officers and assignees agree to defend, indemnify, and hold harmless the City of Ventnor City, its agents, representatives, employees and officers against any and all claims, damages, losses, and expenses (including by not limited to attorney fees, court costs, and cost of appellate proceedings), related to, arising out of, or alleged to have resulted from the acts, errors, mistakes, or omissions of the Permittee, its agents, employees, contractors, subcontractors, customers, invitees, guests or other persons doing business with the applicant, in connection with the Special Event described in the application and or permit.

Applicant agrees that the information in this application is true and correct to the best of their knowledge. Applicant certifies that they have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event. Any misrepresentation or deviation from the final permit conditions may result in immediate revocation of the permit, halting of the event, and probationary use of City property in the future.

CITY OF VENTNOR

Agreement for Indemnify, Use of Facilities, Media, and Hold Harmless

Applicant

Name (PRINT)	

The undersigned agrees to release, indemnify, and hold harmless the CITY OF VENTNOR, and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by City of Ventnor negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

Use of Facilities

City of Ventnor, a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow the applicant, hereinafter referred to as "USER", to use the facilities listed below, hereinafter referred to as "FACILITY(IES)", for the below event on the below dates and times.

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 VCPD – Dispatch at 609-822-2101 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, the USER shall purchase and maintain such insurance and as is appropriate for the type of use and hazards present and as well 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. The City of Ventnor, its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Media Release

You have my permission to video or photograph myself and/or my child while participating in activities sponsored by the City of Ventnor and for these videos or photographs to be used for the advertisement and promotion of the City of Ventnor.

Event Information

Event Name	
Location	
Date & Time of Event	

Signed by an authorized representative of the USER on this _____ day of _____, 20____.

USER SIGNATURE	
Print Name	
Address	
Email	