

## RESOLUTION NO. 330-2016

### Amend Facility Use Policy and Establish Fees

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Roseland that the Facility Use Policy shall be adopted as follows:

#### Facility Use Policy

The Borough of Roseland's rooms at the following locations are to be used to enhance the educational, cultural and community life of our residents.

- 19 Harrison Avenue
- 140 Eagle Rock Avenue
- 300 Eagle Rock Avenue

The borough, for its own purposes, shall have first priority in the use of the public meeting rooms; otherwise, priority in its use will be given to groups and organizations based in the borough. The rooms are also available to other groups and organizations subject to the provisions of use. The Borough of Roseland has established the following regulations to govern the use of borough facilities.

#### **Regulations**

The Borough of Roseland assumes no liability or responsibility for injury or damage to the person or property of either anyone attending the meeting or anyone in connection with the organization using the rooms.

#### **Application for Use**

An application for a permit should be submitted to the Borough Clerk's office for use of borough facilities at least five days in advance of the date requested, but no more than two months in advance of that date. A permit may also be reversed in the event that usage interferes with borough programming. The applicant must acknowledge reading a copy of this policy statement and sign the attached two agreements: "Agreement Concerning use of Borough of Roseland Facilities" and "Damage, Indemnification and Applicant Hold Harmless Agreement."

#### **Who Can use the Rooms**

The rooms are available for corporate events, and public gatherings of a civic, cultural, educational or recreational nature.

Meetings in excess of one per month may be granted at the discretion of the Clerk's Office based on availability.

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A group must give adequate notice when cancelling a meeting (72 hours when weather is not the reason). Failure to do so may jeopardize future bookings. Fees for cancelled meetings are not refundable. Every attempt will be made to reschedule the event within the calendar year.

Children's and youth groups may use the rooms provided they are supervised by one or more of the organization's adult leaders, who assume responsibility.

### **Permit Fee**

The charge for use of the borough facilities which is payable in advance is as follows:

- Organizations utilizing the room that provide a benefit to 51% or more of Roseland Residents will be charged \$55.00 per hour
- Organizations utilizing the room that do not provide a benefit to 51% of more Roseland Residents will be charged \$75.00 per hours
- Fee will be waived for Events sponsored by Churches, Organizations and Schools located in the Borough of Roseland, Local Boys and Girl Scouts, Roseland Jr. Woman's Club, Seeing Eye Puppies

### **Room Usage**

The borough's rooms can only be used during assigned time. The room must be left in a clean, neat condition. Chairs should be restacked properly and tables left near the walls, unless otherwise instructed. Tables must be covered during any craft projects. Cleanup is mandatory. Taping or in any way attaching signs, posters or other materials to the walls is expressly prohibited. **Groups may not store any items in the rooms.** Application for the use of the rooms shall be made in writing on forms supplied by the borough. The fee, if any, is payable in advance. A certificate of insurance is required from the applicant with coverage in the amount of \$2,000,000.00 and naming the Borough of Roseland as an additional insured. The organization using the room agrees that it will be responsible for the condition of the room when the group leaves. Neither the name nor the address of the borough may be used as the official address or headquarters of an organization.

Materials such as brochures, which are distributed at the meeting, must carry the name of the organization sponsoring the meeting. The borough neither endorses nor sponsors gatherings other than those which are official borough programs. Organizations who fail to abide by these regulations will be denied further use of the room. The borough reserves the right to amend these regulations at any time, and to limit the number and frequency of public meetings. Organizations holding meetings after regular borough hours must make arrangements to enter the facilities.

### **Curfew**

No meetings, function or activity shall continue past 11 pm.

**Maximum Occupancy**  
**As stipulated**

**The Borough of Roseland**  
**19 Harrison Avenue**  
**Roseland, NJ 07068**  
**973-226-8080**

Please print when completing this form and return to:

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**APPLICATION FOR USE OF BOROUGH ROOMS**

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Meeting: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time Room is required: From \_\_\_\_\_ to \_\_\_\_\_

Co-Sponsored \_\_\_\_\_ Level 2A: \_\_\_\_\_ Other \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Individual Filing Out Application: \_\_\_\_\_

Purpose of Meeting: \_\_\_\_\_

Will Kitchen be used: \_\_\_\_\_ Approximate Size of Group \_\_\_\_\_

Chair arrangement is at the discretion of the organization. The borough does not provide audio-visual equipment, extension cords, coffee pots, etc.

**CONTITIONS OF USE ARE GOVERNED BY ATTACHED REGULATIONS**

It is hereby understood and agreed that, if this application is granted, the undersigned will assume responsibility for the payment in full before the facility is available; for the preservation of order and liability for any damage to, or loss of property that may result from this use; and for the due observance of all regulations of the Borough of Roseland. It is also understood in case of any emergency, such as a severe snow storm, when use of walks, drives and parking areas may not be available, it is the responsibility of the under signed to determine whether or not the event should be cancelled and if this is so the borough should be notified immediately.

Signature of Officer of Organization \_\_\_\_\_

Office title \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Telephone # \_\_\_\_\_

**FOR BOROUGH USE ONLY**

Date Application is received \_\_\_\_/\_\_\_\_/\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Conditions \_\_\_\_\_  
Fee \$ \_\_\_\_\_ Signature \_\_\_\_\_ Title: \_\_\_\_\_

BOROUGH OF ROSELAND

NOTICE

Roseland Borough, Ordinance 22-2002, prohibits the following:

- Littering
- Use of Glass Bottles
- Parking Vehicles on the Grass or Unauthorized Areas
- Consumption of Alcoholic Beverages and Other Intoxicants
- Unleashed Dogs
- Leashed Dogs in Picnic Areas, Play Areas and Sports Facilities/Fields
- Use of Bikes Off Paved Roadways
- Fires and/or Barbeques – Except in Designated Areas
- Unauthorized Sales or Commercial Activities
- Golf
- Powered Flight Models
- Profanity
- Fighting
- Weapons

Must comply with Revised General Ordinances of the Borough of Roseland Code 2-38

Failure to comply with Ordinances may result in a written summons and/or fines up to \$500.00.

Signature of Officer of Organization \_\_\_\_\_  
Office title \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Telephone # \_\_\_\_\_

**RELEASE AND HOLD HARMLESS AGREEMENT**

THIS RELEASE AND HOLD HARMLESS AGREEMENT made as of the

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_

("Organization"), is made in consideration of the Organization being permitted by the Borough of Roseland ("Borough") to utilize the Borough Facilities, including but not limited to the buildings, structures, parking lots, equipment, and grounds owned or occupies by the Borough ("Facilities").

The undersigned representative of the Organization, hereby releases and discharges, on behalf of the Organization and its members, the Borough and all of its officials, agents, representatives, and employees from all claims, demands, expenses, and liability, whether for personal injury, loss of service or compensation, costs, property damage, or death which may be caused by my use of the Facilities. I agree that my Organization and its members will abide by all Ordinances, and Rules and Regulations of the Borough, whether posted or not.

I accept and assume any and all risks resulting from the use of the Facilities. I agree to indemnify, defend, and hold harmless the Borough and all its officials, agents, representatives and employees, from any and all claims which in any way arise out of or relate to the use of the Facilities, including the full amount of any settlement or judgment, and all costs and counsel fees, whether or not such claims are meritorious.

Release and Hold Harmless Agreement

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I agree that I shall never institute any lawsuit or action at law or otherwise against the Borough, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, known or unknown, which I shall or may have in the future resulting from use of the Facilities. I further agree to save harmless the parties aforesaid from all loss and expense resulting from any suit or claim.

We will procure and keep in effect a non-cancelable insurance coverage as follows:

Type of Insurance	Limits
General Liability	
Comprehensive General Aggregate	\$2,000,000
Products-Completed Operations Hazard	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 300,000
Medical Expense (Any One Person)	\$ 10,000
Automobile Liability	Combined Single Limit
Scheduled Autos	\$1,000,000
Hired Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory Coverage
	Each Accident \$1,000,000
	Disease Policy Limit \$1,000,000
	Disease Each Employee \$1,000,000

This coverage will have no deductible, and will name the Borough as an additional insured. Proof of such coverage, including a copy of the policy and/or a valid Certificate of Insurance and paid receipt will presented to the Borough, prior to the issuance of the Permit.

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured – Designated Person or Organization (CG 20 26 04 13)  
Borough of Roseland its elected officials, officers, directors and employees.

Or,

Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13,) Borough of Roseland its elected officials, officers, directors and employees.

- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) – Applies to: Borough of Roseland its elected officials, officers, directors and employees
- Earlier Notice of Cancellation of Cancellation Provided by Us (CG0224) – Number of Days Notice: 30 Days except 10 days for non-payment of premium.  
Endorsement specifically applying to: Borough of Roseland (insert address

Signature of Officer of Organization \_\_\_\_\_  
Office title \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Telephone # \_\_\_\_\_

# AGREEMENT

## CONCERNING USE OF BOROUGH OF ROSELAND FACILITIES

In consideration of the issuance of the attached Facilities Permit,

\_\_\_\_\_ hereby agrees as follows: (Name of Organization)

1. We agree that our organization and its members will abide by all Ordinances and Rules and Regulations of the Borough, whether posted or not.
2. We will be responsible for our cleanup after use of the facilities. "Facilities" will include but are not limited to the buildings, structures, parking lots, equipment, and grounds owned or occupied by the Borough ("Facilities").
3. We will be responsible for the repair of all damage resulting from our use.
4. We accept and assume any and all risks resulting from our Organization and its members' use of the Facilities. We agree to indemnify, defend and hold harmless the Borough and all its officials, agents, representatives, and employees from any and all claims which, in any way, arise out of or relate to the use of the Facilities, including the full amount of any settlement or judgment and all costs and counsel fees, whether or not such claims are meritorious.
5. We will procure and keep in effect a non-cancelable insurance coverage as per the insurance requirement stated in the "Release and Hold Harmless Agreement"

Signature of Officer of Organization \_\_\_\_\_  
Office title \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Telephone # \_\_\_\_\_