



## City Facilities Request

The following information is necessary to consider your request for City facilities. All requests will be evaluated in accordance with Ordinance 6-9, adopted by the City Council in December 1992.

**Requests must be submitted 60 days prior to the date for which facilities are needed.**

Please make sure that you have obtained the current application available under the Department of Recreation at [www.burlingtonnj.us](http://www.burlingtonnj.us)

The following materials will assist you in the application process.

- 1. Please see attached COVID-19 Addendum to application April 2021.**
- 2. An Application/Contract for Use of City Facilities**  
This document must be completed, signed and returned **60 days prior to the event** before any approval can be granted. (Attach additional pages if necessary)
- 3. Use of City Facilities**  
Please note the insurance requirement, which applies to most organizations and individuals.
- 4. Rules and Regulations**
- 5. Fee Schedule**
- 6. Schedule of Insurance**
- 7. Certificate of Insurance with endorsement naming the City of Burlington as *additionally insured*. This must be supplied 20 BUSINESS days prior to event date.**  
If proper insurance is not provided, permission to use the Facilities/Grounds will be denied.
- 8. Hold Harmless Agreement**  
Must be completed and returned along with the application.

Once all information is received, your application will be processed. In order for a timely response to be provided to you, it is critical that all information requested be provided at the time your application is returned to the Recreation Department. Failure to provide all information will obviously delay our ability to process your request. The completed application and related materials should be returned to:

**Director of Public Affairs**

City of Burlington Recreation  
Department 522 Wood Street  
Burlington, New Jersey  
08016 (609) 386-4070  
(609) 386-0766 Fax

Please note we cannot guarantee that public areas that you come in contact with will not expose you and your quest to COVID-19. You should provide sanitation methods for yourself and guests.

**The approved Audience/Participant size will be subject to the current NJ Executive Order at the time the approved scheduled event date will take place.**

**INITIAL HERE:** \_\_\_\_\_



**FOR OFFICE USE ONLY**

Application received date: \_\_\_\_\_

Application approved date: \_\_\_\_\_

Fax  
  Mail  
  Email  
  In-person

**CITY USE OF FACILITY REQUEST**

- Instructions:**
- Complete all information requested on this Application form.
  - All request will be evaluated in accordance with Ordinance 6-9, adopted by City Council. Request must be submitted a minimum of **60 days** prior to the date for which facilities are needed.
- Application Checklist:**
- Use of Facility Application
  - Rules and Regulations
  - Fee Scheduled
  - Schedule of Insurance
  - Certificate of Insurance with endorsement naming the City of Burlington as additionally insured. **Submit 20 business day prior to event date.**
  - Hold Harmless Agreement
  - Layout Plan/Diagram and Event Narrative
  - Special Event Application, if applicable.
  - *If it is determined more information is required, a meeting may be scheduled.*
- Cc: Mayor, Public Affair, Police, Public Affairs, OEM, Fire Official, and Administration

I verify that the use of facilities will not conflict with any other event already scheduled. I verify that the appropriate City personnel is available should permission be granted.

\$ \_\_\_\_\_ (personnel) \$ \_\_\_\_\_ (facility) Total \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Affairs & Recreation Representative**

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\$ \_\_\_\_\_ (personnel)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Chief of Police or Representative**

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\$ \_\_\_\_\_ (personnel)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Works Director**

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Permission is ( ) **Granted** ( ) **Denied**

Date: \_\_\_\_\_

**Mayor Barry W. Conaway or representative**

**EVENT INFORMATION**

Event Name		Anticipated Audience Size:		Annual Event One Time Event <b>CIRCLE ONE</b> Seasonal Event (ex: farm market)
Event Start Date	Event End Date:	Rain Date:	Event Start Time:	Event End Time:

City Facility (CIRCLE one):

Promenade or Bandstand	Parks & Playgrounds	Ball Field (one time use)	Ball Field (full season)
Daniel Keegan Center	Other: _____	Court (one time use)	Court (full season)

PLEASE LIST SPECIFIC NEEDS: (additional fees may be required) \_\_\_\_\_

WHAT SECURITY ARE YOU PROVIDING? \_\_\_\_\_

**EVENT LOCATION      ESTIMATED FEE (SEE FEE SCHEDULE)**

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

**EVENT COORDINATOR**

Name of Coordinator(s)/Contact Person and Title	Provide Phone Numbers: (CIRCLE best contact methods)		
	Work phone	Cell phone	Fax
Coordinator's Mailing address (Street, City, State, Zip)	Email Address:		
Organization of Entity Sponsoring this Event	Mailing Address and Phone # (if different from above information)		
CIRCLE One:    Class I User    Class II User    Class III User			

**ADDITIONAL EVENT INFORMATION**

**Please indicate if your event will include the following, please check all that apply:**

___ Amusement Rides/Bounce House: If yes, please provide vendor information, and list of rides. Vendors & rides must be on the approved NJ Permitted Rides list.	___ Tents, canopies or membrane structure: If yes, any tents over 140sq. ft. will require a permit determined by the City Fire Official
___ Food Vendors: All food vendors must be approved by Burlington County Health Department and obtain a Fire Safety Type 1 permit if determine by the City Fire Official.	I acknowledge that I have read and understand all rules & regulations and set forth requirement of the application and process.
	Date: _____  _____ <i>Signature of Applicant</i>

Revised 3/8/2023

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# USAGE

## CITY OF BURLINGTON PARKS & RECREATION

The Administration will permit the use of City facilities when such permission has been requested (subject to special Coordinator or designee), except that the administration reserves the right to withdraw permission five days prior of the event. The following is a list of classes in order of USER priority:

### **A. Class I USERS**

The following organizations shall have use of City facilities free of all rental, personnel charges, and insurance requirements. A Hold Harmless Agreement is required, however.

1. All City and City-sponsored organizations
2. All appropriate election activities

### **B. Class II USERS**

The following organizations shall have the use of City facilities free of all rental and personnel charges, but shall meet the insurance and Hold Harmless Agreement requirement, as outlined in this packet.

1. City of Burlington School Board
2. City of Burlington Public and Private Schools

### **C. Class III USERS**

The following organizations shall have the use of City facilities only upon payment of rental fees and personnel and materials costs in addition to meeting the insurance requirements, as outlined in this packet.

1. City of Burlington Residents
2. City of Burlington Religious Groups or Churches
3. City of Burlington Civic/Community Organizations
4. Other Residents
5. All Others

## USE OF CITY FACILITIES

### D. Insurance Requirements:

Notwithstanding the indemnification and defense obligations of the USER, USER shall purchase and maintain such insurance described in the *Schedule of Insurance section* and as is appropriate for the type of use and hazards present which 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.

1. **A Certificate of Insurance and endorsement**, naming the City of Burlington as an **additional insured**, must be submitted with the completed application form. This insurance shall cover the specific date(s) and the facilities to be used.
2. If the USER has no existing policy, a one-, two-, or three-day policy must be purchased from any insurance agent or directly from OneBeacon Entertainment (OBE) TULP website.
3. Amount of Liability coverage required: \$1,000,000.00 combined single limit.
4. The above insurance is required of ALL USER groups using the facilities and/or grounds of the City of Burlington.
5. USER shall be required to name the CITY OF BURLINGTON 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 CITY OF BURLINGTON with a Certificate of Insurance indicating that the insurance coverage as described in the Schedule of Insurance, and as is appropriate for the type of use and hazards present, has been obtained and that the CITY OF BURLINGTON 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 CITY OF BURLINGTON with a Certificate of Insurance indicating the continuation of insurance coverage and designating the CITY OF BURLINGTON as an "Additional Insured" for the duration of this agreement.
6. 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 BURLINGTON:
7. Certificate of Insurance and Endorsement be supplied 20 BUSINESS days prior to event date
8. If proper insurance is not provided, permission to use the Facilities/Grounds will be denied.

**The City reserves the right to deny the use of facilities by any organization for just cause.**

**INITIAL HERE:** \_\_\_\_\_

**E. Indemnification:**

USER shall indemnify, save harmless and defend the CITY OF BURLINGTON, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the CITY OF BURLINGTON, 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 CITY OF BURLINGTON, 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.

**F. Hold Harmless:** USER shall execute the attached Hold Harmless Agreement for Use of City Facilities.

**G. COVID 19:** USER verifies and asserts that all activities conducted at the FACILITY (IES) shall be in full compliance with the CDC Guidelines, DOH Guidelines and the State of New Jersey Governor’s Executive Orders applicable to sports league, recreation program and activities which can be reviewed at [http://nj.gov/infobank/eo/056murphy/approved/eo\\_archive.html](http://nj.gov/infobank/eo/056murphy/approved/eo_archive.html)

**H. Addressing the Protection and Safe Treatment of Minors:** USER verifies and asserts that all activities conducted at the FACILITY (IES), shall be in full compliance Under New Jersey law (N.J.S.A. 9:6-8.21) which can be reviewed at:

[https://www.nj.gov/dcf/reporting/links/#:-:text=9%3A6%2D8.21\).&text=Any%20person%20having%20reasonable%20cause,CP%26P\)%20by%20telephone%20or%20otherwise.](https://www.nj.gov/dcf/reporting/links/#:-:text=9%3A6%2D8.21).&text=Any%20person%20having%20reasonable%20cause,CP%26P)%20by%20telephone%20or%20otherwise.)

And

[http://www.burlingtonnj.us/departments/public\\_affairs/docs/Protection%20of%20Children%20Policy%20Update%2012-08-2020.pdf](http://www.burlingtonnj.us/departments/public_affairs/docs/Protection%20of%20Children%20Policy%20Update%2012-08-2020.pdf)

**INITIAL HERE:** \_\_\_\_\_

## **RULES AND REGULATIONS**

**Permission to use the facilities shall be granted only to persons and organizations that agree, by signing the Application/Contract, to be bound by these regulations.**

### ***ALL FACILITIES***

1. Each USER shall present a certificate of liability insurance to the limit prescribed.
2. USER shall be financially liable for damage to the facilities, equipment, and for proper chaperones.

### ***PARKS AND RECREATION AREAS (Ordinance 6-9.3)***

- A. No alcoholic beverages or other controlled drugs shall be allowed at any time.
- B. No person shall injure, deface, disturb, tamper with, damage, or destroy any trees, shrubs, or other plant life or any structure, equipment, walkway or utility equipment or any monument, post or other appurtenance erected or marked for a lawful purpose; or injure or in any way interfere with the operation of any machinery or equipment used under the direction of the City or any of its departments or agents; or deface, destroy, alter, damage, or tamper with any drive, path, walkway, bridge, parking area or shelter, or remove or carry away any excavation of any kind.
- C. No person shall hurt, molest, kill, trap, chase, shoot, or throw missiles at any wildlife nor shall she/he remove or molest the eggs or the young of any wildlife.
- D. No person shall handle, build, or maintain a fire within any park, except in the grills that have been provided for that purpose. No propane grills are permitted.
- E. No person shall drop, throw, or otherwise scatter lit matches, burning cigarettes or cigars, tobacco, paper or other flammable material within any park or on any street abutting or contiguous thereto.
- F. No person shall dispose of trash in any park in any manner other than by depositing such material in the receptacles located for that purpose.
- G. No person shall bring into any park or use in any park, fireworks or firearms or similar weapon or instrument nor shall any person take part in the practice of archery or golf, except in areas that may be designated for that purpose.

**INITIAL HERE:** \_\_\_\_\_

- H. No person shall cast, lay, drop or discharge into or leave in any water in any park any substance, matter, or thing, liquid or solid.
- I. No person shall drive, operate, use, or bring into any park any horse or motorized vehicles, except those vehicles that are otherwise authorized, and then only in areas designated for parking or operation.
- J. No person shall act in a disorderly manner nor enter any park in an intoxicated condition.
- K. No person shall engage in boating or bathing in any park. Ice-skating shall not be permitted.
- L. No person shall repair any motor vehicle within any park, playground, or recreational area.
- M. No person shall use any sound amplification equipment or play any radio, television, or musical instrument at a volume that would tend to annoy other persons who may use the area, except for such entertainment specifically authorized.
- N. No person shall allow his or her dog to run at large in any park, playground or recreational area.
  - **No inflatable jump houses** or similar amusements may be place at any City facility without proper paperwork submitted, including insurance certificate naming City as additionally insured.
  - No person shall drive on grassed areas. **This includes the pavilion at JFK Park**
- O. Smoking shall be prohibited in all municipal buildings, school buildings, municipal and school grounds, their parking lots, sidewalks, and public parks.

**Playgrounds and other recreational areas shall be open every day from dawn until dusk. The Common Council may exclude certain activities or close any park to the public at any time and for any interval of time.**

***DANIEL KEEGAN RECREATION CENTER  
FEBRUARY 1986***

- A. No smoking will be permitted in any part of the building.  
No alcoholic beverages are permitted.  
No food or drink permitted in the Upstairs Conference Room.
- B. No religious or church group activities will be permitted.
- C. No animals will be allowed in the building, unless a designated working animal.
- D. No preparation of food is to be done on the premises.
- E. Hours: 9:00 a.m. to 10:00 p.m. Monday through Friday. The building will be closed the same holidays as City Hall (exceptions will be made for City agencies.)
- F. A City employee or City Official must be available to oversee service when building is in use.

**FEE SCHEDULE FOR THE USE OF CITY FACILITIES  
SUBSECTION 23-3.6**

**CITY FACILITY**

**RENTAL FEE**

	Residents*	Non-Residents
(1) BALL FIELD or (1) COURT (ONE TIME USE)	<b>\$50.00</b>	<b>\$100.00</b>
(1) UNLIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	<b>\$150.00</b>	<b>\$300.00</b>
(1) LIGHTED BALL FIELD OR (1) COURT (FOR A FULL SEASON)	<b>\$250.00</b>	<b>\$500.00</b>
(1) DANIEL KEEGAN LARGE MTG. ROOM (ONE TIME USE)	<b>\$75.00</b>	<b>\$150.00</b>
<b>PARKS &amp; PLAYGROUNDS</b>		
JFK, JFK Ext., Sixth St., Columbus Park, Jones, Barclay, Hulburt, Neptune, Clarkson, Boat Ramp, Engle, and Mitchell Ave.	<b>\$40.00</b>	<b>\$80.000</b>
<b>PROMENADE or BANDSTAND</b>		
PROMENADE or BANDSTAND (groups under 100 people)- one time use	<b>\$50.00 per hour</b>	<b>\$100.00 per hour</b>
PROMENADE or BANDSTAND (groups over 100 people)- one time use	<b>\$100.00 per hour</b>	<b>\$200.00 per hour</b>

***\*PROOF OF RESIDENCY REQUIRED***

**The Facilities above are the only City areas available for rental.**

**PERSONNEL SERVICE FEES**

The above rental fees are for the use of city facilities only. They do not include personnel services. NO INDOOR FACILITY IS PERMITTED TO BE USED WITHOUT AN EMPLOYEE PRESENT. Some Set-up and breakdown time may also be required. Personnel rates for police/security, water/maintenance/public works, and other services will be based on the *minimum* billing increment of four hours.

**INITIAL HERE:** \_\_\_\_\_



## 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 CITY OF BURLINGTON:

USER shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the USER's operation and use of the FACILITY(IES). The cost of such insurance shall be borne by the USER. USER shall furnish Commercial General Liability insurance providing coverage for CITY OF BURLINGTON for all activities of USER conducted on CITY OF BURLINGTON property. The liability insurance shall provide coverage for no less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage.

1. Coverage to be primary and non-contributory.
2. City of Burlington shall be named as an "Additional Insured".
3. The Description of Operations section of the certificate must include the following additional insured wording: "The City of Burlington, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington are named additional insured on the General Liability policy". A copy of the additional insured endorsement shall be provided with the certificate of insurance.
  - a) Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the Municipality, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given.
  - b) Certificate must show evidence that the General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy, if applicable.

If the USER has no existing policy, a one- , two- , or three-day policy must be purchased from any insurance agent.

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 coverages must be licensed by the State of New Jersey and acceptable to the CITY OF BURLINGTON. The USER shall take no action to cancel or materially change any of the insurance required under this agreement without the 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.

USERS can obtain coverage through their existing insurance (with a rider, if necessary), and only need to give the City of Burlington proof of this Coverage. In these cases, it is important the City of Burlington be named as an "Additional Insured". A copy of the "Additional Insured" endorsement along with the *Certificate of Insurance* must be provided to the City of Burlington.

**INITIAL HERE:** \_\_\_\_\_

**CITY OF BURLINGTON**  
**525 High Street, Burlington, NJ 08016**

To the fullest extent permitted by law, \_\_\_\_\_  
*USER*

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Burlington its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with:

Name of Individual/Organization: \_\_\_\_\_

Name of City Facility/Equipment: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

For the following purpose and no other (Name/Description of Events/Activities/Equipment Usage):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I further certify that I have reviewed and will adhere to Governor Murphy's Executive Orders, the CDC guidelines, and the NJ Department of Health guidelines for COVID-19 in all respects while using the municipal facilities and I hold the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington from liability for any and all claims related to COVID-19 which may be asserted as a result of use of City facilities or equipment.

Under no circumstances shall the individual or organization named herein allow another individual or organization to utilize said facility or equipment without the expressed written consent and approval of the City of Burlington.

**CITY OF BURLINGTON**

By: \_\_\_\_\_  
For the Individual/Group/Organization

By: \_\_\_\_\_

\_\_\_\_\_  
Signature (Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_