

HALL RENTAL

DAY

DATE

SECURITY DEPOSIT AGREEMENT

(UPON RECEIPT OF \$200.00 DEPOSIT YOUR DATE WILL BE RESERVED)

____ (Tenant Name)

____ (Street Address)

____ (City)

PAYMENT INFORMATION

\$200.00 DEPOSIT PD ____ / ____ / ____

\$____ RENTAL FEE PD ____ / ____ / ____

TULIP

DEPOSIT RETURNED ____ / ____ / ____

~~~KEY INFORMATION~~~

RETURN KEY MONDAY FOLLOWING RENTAL

KEY #

DATE RETURNED ____ / ____ / ____

REFUND OF DEPOSIT

I understand that if the inspection of Jack H. Hagen Recreation Center pursuant to your above captioned rental, is satisfactory, your deposit will be refunded.

VENDOR/PAYEE CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within statement is correct in all its particulars; that the services rendered as stated herein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

Tenant Signature

Please do not write below this line. For Borough use only

FORFEITURE OF DEPOSIT IN FULL OR PART

- Per the Rental Agreement the whole or partial forfeiture of deposit can and will occur.
- This rental has been flagged for review for the following reasons:
 - ☐ The fire alarm or fire suppression system was pulled or triggered by prohibited items or anything other than a true fire emergency; the entire security deposit is forfeited.
 - ☐ Damage to building or contents in the amount of \$_____
 - ☐ Unclean condition requiring extra cleaning beyond the regular maintenance i.e. spills and splatters, items left behind; tables and chairs not put away in the amount of \$_____
 - ☐ Security Cameras were disabled, redirected or obscured.
 - ☐ Further determination of costs required, you will be contacted.

Borough Official

Deposit may be refunded as follows:

☐ In full ☐ Partial, in the amount of \$_____ ☐ Forfeited

Borough Official

TENANT RENTAL AGREEMENT FOR USE OF THE JACK H. HAGEN RECREATION CENTER ON

_____, _____
DAY DATE

Rental Fee \$ _____

The following information must be submitted by Monday prior to your event, or your date will not be held:

- ☐ \$200.00 deposit
- ☐ This application, fully completed
- ☐ Proof of Purchase of (Tenant Users Liability Insurance Policy) found at <https://gatherguard.com>

☐ Waiver of Rental Fee must be requested from Borough Council at least one month in advance.

TENANT INFORMATION

Please check type of tenant:

- ☐ Non-profit non-resident Organization
- ☐ Individual non-resident
- ☐ Business
- ☐ Non-profit Laurel Springs Organization
- ☐ Individual Laurel Springs Resident

Name: _____ Title: _____

Address: _____

Phone Number: _____ Alternate Number: _____

Email: _____

EVENT INFORMATION

Type of Event: _____

- You may access the hall after 10 am the day of your rental
- You must be cleaned up and completely out of the hall by 12 midnight the day of your rental
- You may not access the hall the day before or the day following your event. All cleaning and removal of items must be accomplished on the day of the event. NO EXCEPTIONS.
- Loitering in the parking areas or recreation fields is not permitted.
- You must follow all DOH/CDC guidelines.

Will you be serving alcohol at your event? ☐ Yes ☐ No If so,

1. Please add coverage to the Tenant Users Liability Insurance Policy.
2. Acknowledge, by signing this agreement that you know that It is illegal to serve alcohol to minors and intoxicated persons and that you are the responsible party for all actions that take place at this event.

☐ The Borough of Laurel Springs is requiring you to have:

- ☐ a uniformed police officer
- ☐ an attendant at this event.

Police Fee \$ _____

Attendant Fee \$ _____

I, understand, the legal implications of statements above specifically regarding serving alcohol, that I have purchased the liquor liability on my Tenant Users Liability Insurance Policy for my event and I am responsible for all my guest including those underage and intoxicated.

X _____
Signature of Tenant

TOTAL RENTAL FEE \$ _____

RULES AND REGULATIONS

FEES:

- A refundable security deposit of \$200.00 must be paid to confirm the date at the time of application, which must be by Monday prior to the event. Laurel Springs shall use the security deposit to repair any damage caused by Tenant. Any unused portion of the security deposit shall be returned to Tenant. PLEASE READ FORFEITURE OF DEPOSIT that follows.
- Payment of Rental Fee must be completed by the time the keys are picked up.

FORFEITURE OF DEPOSIT – whole or partial forfeiture of deposit can and will occur and is not limited to the following reasons:

- If the fire alarm or fire suppression system is pulled or triggered by anything other than a true fire emergency, your entire security deposit will be forfeited.
- Damage to building or contents
- Failure to follow all rules and regulations
- Unclean condition which requires extra cleaning beyond the regular maintenance i.e. splatters and spills; food, decorations and items left behind; tables and chairs not put away.

INSURANCE:

- Beginning January 1, 2019, the Municipal Excess Liability Joint Insurance Fund began asking that a Tenant Users Liability Insurance Policy be used to ensure that tenant use of Borough facility have the appropriate General Liability coverage.
- Tenant users must purchase coverage directly from the Gather Guard website using their own credit cards. Gather Guard will handle the reporting for the MEL.
- Tenant users may obtain a quote from Gather Guard without obligation to purchase by doing the following:
 - Visit the Insurance website at: <https://gatherguard.com>
 - Enter Venue ID Code 4990-125
 - To purchase coverage, please complete the application and pay with a credit card.
 - If further assistance is required please call the Gather Guard help desk at 844-747-6240.
- Insurance requirements must be complete at the time of application, which must be by Monday prior to the event.

KEYS

- Picked up on Thursday before each weekend rental, and the day before for weekday rentals.
- Incomplete fees and insurance requirements will prevent keys being issued at those times.
- Returned on Monday after each weekend rental, or the day after for weekday rentals.
- Return of Deposit **will not be processed** if the keys have not been returned.
- Borough Hall is CLOSED Friday and will reopen on Monday (except Federal and State Holidays).

ENTER

- You may enter the building at 10 a.m.
- Enter through the single kitchen door at the far left of the building. Do not prop door open until the alarm is unarmed.
- The light switch is on your right as you open the door.
- The Alarm is on the wall on the right immediately before you walk out of the kitchen into the main room.
- Input 10971.
- You can now proceed into the rest of the building and unlock the front double doors.

USE

- The physical address of the Recreation Center is 820 Grand Avenue, Laurel Springs, NJ 08021.
- Tenants are fully and completely responsible for the conduct and safety of their guests. Inappropriate behavior will not be tolerated.
- The Fire Marshall allows the hall to hold 100 people seated and 200 standing.
- There is NO SMOKING IN THE BUILDING. Cigarette containers are provided OUTSIDE. HOWEVER, please advise your smokers to be considerate of our neighbors and not loiter on the ballfields or parking areas. No loud talking or inconsiderate behavior while outside - 10 p.m. is curfew in Laurel Springs.

- Security monitoring cameras are outside and inside. Recordings can be used for liability reasons and to determine that the regulations for use and occupancy are/were adhered to. Any attempt at disabling, redirecting or obscuring the cameras is prohibited and will result in full forfeiture of the security deposit and may, at the Borough's discretion, result in guests being removed without refund.
- You must supply your own serving containers and utensils, trash bags and tablecloths.
- Trash and recycling must be deposited in the appropriate containers outside the kitchen door.
- The Borough of Laurel Springs is not responsible for loss or damage to equipment or belongings.
- At no time is standing on chairs or tables permitted.
- Decorations are permitted on tables. **NOTHING** is to be attached to the walls. **CONFETTI** is **NOT ALLOWED**.
- **NOTHING** is to be hung from the ceilings.
- **NOTHING** is to be adhered to the floors
- **BALLOONS** can only be in the building when alarm is unarmed. They set off the motion detector.
- Tickets may not be sold to enter the event without separate consent of the Laurel Springs Parks and Recreation Commission.
- You must follow all DOH/CDC guidelines.

KITCHEN FACILITIES

- Tenants and caterers have use of a refrigerator, freezer, stove, and ovens and must provide all cooking and serving utensils and coffeemakers. The kitchen has no utensils to borrow or rent. Stove and ovens are for reheating of food.
- Kitchen appliances, tables and sinks must be wiped down by tenant and must be completely clear at event end. **NOTHING** may be left for later pick up. Food spills are to be cleaned up immediately.
- No solid foods are to be placed in the sink; there is no garbage disposal.
- **ALCOHOL** may not be **SOLD** or be part of an admittance fee without separate permits and consent of the Borough of Laurel Springs.

CLEANING OF BUILDING

- Tables and chairs are to have all spills and splatters removed and wiped clean.
- All tables and chairs must be returned as you found them; set-up and breakdown is the responsibility of the tenant. No tables or chairs should be left in the area by the mop sink.
- Floor is to be swept with all spills and splatters removed and wiped clean.
- Walls are to have all spills and splatters removed and wiped clean.
- Bathrooms are to have all spills and splatters removed, surfaces wiped clean and floor swept.
- Kitchen is to have all oven, range top, counter top, refrigerator and wall spills and splatters removed, surfaces wiped clean and floor swept.
- Trash and recycling is to be removed and placed in appropriate containers outside kitchen door.
- Glass front door is to have all fingerprints and smudges removed and wiped clean.
- Outside of building is to have all debris removed.

EXIT

- All tenants must remove all their items and equipment by 12 midnight the day of their rental.
- Thermostat in the summer should be set at 75 DEGREES and in winter 65 DEGREES when leaving the building.
- All lights are to be turned off.
- All doors are to be closed.
- Lock front glass double doors.
- Input 10972 to arm the alarm system
- Exit through the single kitchen door immediately.
- Pull door securely closed.

I have read the Rules and Regulations hereby set forth and agree to all the terms and conditions thereof. I understand that the safety, welfare and behavior of my guests are my sole responsibility.

X

Date: _____

Signature of Tenant

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

UPON RECEIPT OF RENTAL FEES

THIS AGREEMENT made this _____ day of _____ 20____ by and between the Borough of Laurel Springs, a municipal corporation of the State of New Jersey, with its Principal place of business located at 723 West Atlantic Avenue, Laurel Springs, NJ, 08021 (hereinafter referred to as "Laurel Springs".) and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant wishes to rent the Jack H. Hagen Recreation Center for a social or business function; and WHEREAS, Laurel Springs agrees to rent the recreation center to Tenant Subject to the following terms and conditions:

- Tenant shall pay the Borough of Laurel Springs the sum of \$_____ for rental of the Jack H. Hagen Recreation Center on _____.
- Tenant shall deposit with the Laurel Springs Recreation Commission the sum of \$200.00 as a security deposit. Laurel Springs shall use the security deposit to repair any damage caused by Tenant. Any unused portion of the security deposit shall be returned to Tenant. FAILURE TO CARE FOR BUILDING PROPERLY COULD RESULT IN THE LOSS OF SECURITY DEPOSIT.
- Tenant shall at its own expense during the term of rental maintain appropriate general liability and property damage insurance with respect to their use of Jack H. Hagen Recreation Center.
- Tenant shall provide proof of purchase of TULIP insurance to Laurel Springs. Tenant shall comply with all rules and regulations regarding the rental of the Jack H. Hagen Recreation Center as promulgated by the Borough of Laurel Springs.
- To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless the Borough of Laurel Springs, its agents and employees from and against all claims, damages, losses, liabilities and expenses, including, but not limited to, attorney's fees and court costs, arising out of, resulting from or in any way relating to, either directly or indirectly:
 - A. The use of the Jack H. Hagen Recreation Center by Tenant;
 - B. The breach by Tenant of any of the terms and conditions of this agreement or the rules and regulations of the Laurel Springs Recreation Commission;
 - C. The negligence, intentional acts or omissions of Tenant, its employees, agents and/or subcontractors bodily injury, sickness and/or disease, including, death, at any time resulting from such bodily injury, sickness or disease, sustained by any person while in, on or about the Jack H. Hagen Recreation Center and surrounding areas where such injury, sickness, disease and/or death arose out of or was in any way connected with the use of the recreation center by Tenant;
 - D. Any liability based upon negligence imputed to the Tenant;
 - E. Damage to the property of Laurel Springs or any other person or entity arising out of, incident to, or in connection with the use of the recreation center by Tenant;
 - F. Any other cause of action which may be brought against Laurel Springs arising out of or in any way relating to the use of the recreation center by Tenant.
- This Indemnification and Hold Harmless Agreement shall apply in all instances whether Laurel Springs is a plaintiff, or a direct party to the initial actions or claim or is subsequently made a party to the action by a third party in-pleading or is made a party to a collateral action arising, in whole or in part, from any issues from the original cause of action or claim.
- This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- This agreement constitutes the entire agreement between the parties and may not be amended, altered or modified except by written instruments signed by both parties.
- There are no understandings, agreements, representations or warranties, expressed or implied, not specified herein regarding this agreement or Tenant's use of the Jack H. Hagen Recreation Center.
- The parties hereto by their signatures acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

TENANT/TENANT

BOROUGH OF LAUREL SPRINGS

X

X

DATE

DATE

RULES AND REGULATIONS

Tenants' Copy

FEES:

- A refundable security deposit of \$200.00 must be paid to confirm the date at the time of application, which must be by Monday prior to the event. Laurel Springs shall use the security deposit to repair any damage caused by Tenant. Any unused portion of the security deposit shall be returned to Tenant. PLEASE READ FORFEITURE OF DEPOSIT that follows.
- Payment of Rental Fee must be completed by the time the keys are picked up.

FORFEITURE OF DEPOSIT – whole or partial forfeiture of deposit can and will occur and is not limited to the following reasons:

- If the fire alarm or fire suppression system is pulled or triggered by anything other than a true fire emergency, your entire security deposit will be forfeited.
- Damage to building or contents
- Failure to follow all rules and regulations
- Unclean condition which requires extra cleaning beyond the regular maintenance i.e. splatters and spills; food, decorations and items left behind; tables and chairs not put away.

INSURANCE:

- Beginning January 1, 2019, the Municipal Excess Liability Joint Insurance Fund began asking that a Tenant Users Liability Insurance Policy be used to ensure that tenant use of Borough facility have the appropriate General Liability coverage.
- Tenant users must purchase coverage directly from the Gather Guard website using their own credit cards. Gather Guard will handle the reporting for the MEL.
- Visit the Insurance website at: <https://gatherguard.com>
- Enter Venue ID Code 4990-125
- To purchase coverage, please complete the application and pay with a credit card.
- If further assistance is required please call the Gather Guard help desk at 844-747-6240.
- Insurance requirements must be complete at the time of application, which must be by Monday prior to the event

KEYS

- Picked up on Thursday before each weekend rental, and the day before for weekday rentals.
- Incomplete fees and insurance requirements will prevent keys being issued at those times.
- Returned on Monday after each weekend rental, or the day after for weekday rentals.
- Return of Deposit **will not be processed** if the keys have not been returned.
- Borough Hall is CLOSED Friday and will reopen on Monday (except Federal and State Holidays).

ENTER

- You may enter the building at 10 a.m.
- Enter through the single kitchen door at the far left of the building. Do not prop door open until the alarm is unarmed.
- The light switch is on your right as you open the door.
- The Alarm is on the wall on the right immediately before you walk out of the kitchen into the main room.
- Input 10971.
- You can now proceed into the rest of the building and unlock the front double doors.

USE

- The physical address of the Recreation Center is 820 Grand Avenue, Laurel Springs, NJ 08021.
- Tenants are fully and completely responsible for the conduct and safety of their guests. Inappropriate behavior will not be tolerated.
- The Fire Marshal allows the hall to hold 110 people seated and 275 standing.

- There is **NO SMOKING IN THE BUILDING**. Cigarette containers are provided **OUTSIDE**. **HOWEVER**, please advise your smokers to be considerate of our neighbors and not loiter on the ballfields or parking areas. No loud talking or inconsiderate behavior while outside - 10 p.m. is curfew in Laurel Springs.
- Security monitoring cameras are outside and inside. Recordings can be used for liability reasons and to determine that the regulations for use and occupancy are/were adhered to. Any attempt at disabling, redirecting or obscuring the cameras is prohibited and will result in full forfeiture of the security deposit and may, at the Borough's discretion, result in guests being removed without refund
- You must supply your own serving containers and utensils, trash bags and tablecloths.
- Trash and recycling must be deposited in the appropriate containers outside the kitchen door.
- The Borough of Laurel Springs is not responsible for loss or damage to equipment or belongings.
- At no time is standing on chairs or tables permitted.
- Decorations are permitted on tables. **NOTHING** is to be attached to the walls. **CONFETTI** is **NOT ALLOWED**.
- **NOTHING** is to be hung from the ceilings.
- **NOTHING** is to be adhered to the floors
- **BALLOONS** can only be in the building when alarm is unarmed. They set off the motion detector.
- Tickets may not be sold to enter the event without separate consent of the Laurel Springs Parks and Recreation Commission.
- You must follow all DOH/CDC guidelines.

KITCHEN FACILITIES

- Tenants and caterers have use of a refrigerator, freezer, stove, and ovens and must provide all cooking and serving utensils and coffeemakers. The kitchen has no utensils to borrow or rent. Stove and ovens are for reheating of food.
- Kitchen appliances, tables and sinks must be wiped down by tenant and must be completely clear at event end. **NOTHING** may be left for later pick up. Food spills are to be cleaned up immediately.
- No solid foods are to be placed in the sink; there is no garbage disposal.
- **ALCOHOL** may not be **SOLD** or be part of an admittance fee without separate permits and consent of the Borough of Laurel Springs.

CLEANING OF BUILDING

- Tables and chairs are to have all spills and splatters removed and wiped clean.
- All tables and chairs must be returned as you found them; set-up and breakdown is the responsibility of the tenant. No tables or chairs should be left in the area by the mop sink.
- Floor is to be swept with all spills and splatters removed and wiped clean.
- Walls are to have all spills and splatters removed and wiped clean.
- Bathrooms are to have all spills and splatters removed, surfaces wiped clean and floor swept.
- Kitchen is to have all oven, range top, counter top, refrigerator and wall spills and splatters removed, surfaces wiped clean and floor swept.
- Trash and recycling is to be removed and placed in appropriate containers outside kitchen door.
- Glass front door is to have all fingerprints and smudges removed and wiped clean.
- Outside of building is to have all debris removed.

EXIT

- All tenants must remove all their items and equipment by 12 midnight the day of their rental.
- Thermostat in the summer should be set at 75 DEGREES and in winter 65 DEGREES when leaving the building.
- All lights are to be turned off.
- All doors are to be closed.
- Lock front glass double doors.
- Input 10972 to arm the alarm system
- Exit through the single kitchen door immediately.
- Pull door securely closed.