

## TOWNSHIP OF MULLICA

### ARTICLE III SPECIAL EVENTS AND USE OF PUBLIC FACILITIES

#### **Section 168-17. Definitions**

For the purpose of this section “special event” shall mean any exhibition, show, athletic contest, running race, bike-a-thon, block party, parade, entertainment, meeting, or other similar event sponsored by an organized group or individual having similar or common purpose or goal, occurring on or proceeding along a public street, other public right-of-way, or public property within the Township where the “special event” would significantly disrupt the normal flow of traffic along a public road or require a public road to be blocked.

#### **Section 168-18. Application**

An application for a permit to conduct a special event or use of facilities request shall be made to the Township Clerk in writing by the person, persons or organization sponsoring said event. Such application shall provide the following information:

- a. The name, address and telephone number of the person requesting the permit.
- b. The name, address and telephone number of the organization or group he or she is representing.
- c. The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.
- d. The purpose of the event.
- e. The estimated number of persons to participate in and attend the event.
- f. The number and type of vehicles, if any, to participate.
- g. The date and time of the event, including any set-up or clean-up period.
- h. The location where the event is to be held, including the specific assembly and dispersal locations and the specific route and the plans for assembly and dispersal of the participants.
- i. The attachment of any other required licenses or permits where appropriate.
- j. The type, size description, and location of any signs to be erected in connection with the event.
- k. Any further information that officials of the Township determine to be necessary to properly provide for traffic control, crowd control and protection of the general public health, safety and welfare.

A non-refundable application fee of one hundred (\$100) dollars shall be required with all applications except in cases wherein the organized group or individual is recognized as a public charity by the State of New Jersey or the IRS and applicant submits a Determination Letter, or the “special event” is for political discourse, debate or other protected First Amendment activities.

#### **Section 168-19. Review, Issuance or Denial of Permit**

The application for a special event or use of facilities shall be reviewed by the appropriate officials of the Township of Mullica for compliance with this section and other ordinances, community standards, scheduling conflicts, special services required, and any other further information required. Upon full review of the application and the recommendations for approval or denial, the Township Clerk shall be authorized to issue a permit for the special event if approved. Approval or denial of such permit shall be

made within fifteen (15) days of receipt of a complete application by the Township. The permit may be approved with special conditions placed on the applicant if warranted. The permit is contingent on the possession of any other permits or licenses required by local State laws and regulations.

Applications for the use of any municipal facility or property can be denied at the discretion of the Township. The Township shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon other good cause shown.

Applications for special events and facilities use will be scheduled on a first come first serve basis. When more than one complete application is received for the same date(s), the following priority order will apply:

Meetings or events directly sponsored by the Township Committee, Township employees for municipal purposes, events directly sponsored by the Mullica Township Recreation Association, and events directly sponsored by the Township Emergency Services Departments.

Meetings of Municipal Advisory Boards and Committees.

Meetings or events directly sponsored by Township Departments and/or employees for municipal purposes.

Meetings held for the discussion of municipal issues.

Youth recreational activities or service organizations.

Adult member organizations.

*In all instances, priority is given to Mullica Township residents.*

### **Section 168-20. Time Limit for Applications**

Applications for such special event permits or facility use applications should be made to the Township of Mullica not less than thirty (30) days in advance of the date on which said special event is sought to be held.

### **Section 168-21. Signs**

Any signs erected in connection with a properly approved special event shall be removed within twenty-four (24) hours of the conclusion of the event.

### **Section 168-22. Special Conditions; Street Closings**

Any permit issued under this section may contain conditions reasonably calculated to reduce or minimize dangers to vehicular or pedestrian traffic and the public health, safety and welfare including, but not limited to changes in the date, time, duration or number of participants or attendees as requested by the applicant. Further, for the purposes of public

safety and welfare, the Chief of Police may require and order the temporary closing of streets and/or the temporary prohibition of parking along such streets during the event, and shall direct the posting of property warning signs in connection with said event, as provided by law.

### **Section 168-23. Insurance /Indemnification**

The holder of a specials events permit shall furnish proof of liability insurance coverage to the Township at least ten (10) days prior to the event, in amounts determined by the Township. The insurance shall cover the entire period of the event including the set-up and clean-up periods. The Township of Mullica shall be named on the policy as an additional insured.

The holder of a special events permit shall agree in writing to indemnify, save harmless and defend the Township of Mullica, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township, 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 holder's use of the named Facilities, including all suits or actions of every kind or description brought against the Township, either individually or jointly with holder 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 holder, 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 holder, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the holder.

Users of Township facilities and/or property automatically assume responsibility and liability for all damages and loss to Township property that occurs while using said facilities. Permittee must report any problems encountered with the facility to the Township Clerk within twenty-four (24) hours of the conclusion of the activity.

Applicants granted special events/use of facilities permits are responsible for the proper supervision of all participants and spectators. Those participants under the age of 18 years are not to be left unattended at any time. Applicants granted a permit will be held responsible for any injury or property damage resulting from the lack of supervision or poor supervision of participants and spectators.

### **Section 168-24. Permit Nontransferable**

A special event permit shall be valid for the applicant thereof any and shall not be transferable to any other individual, corporation, group or organization.

### **Section 168-25. Fees for Municipal Services**

If it is determined by the appropriate officials of the Township of Mullica that additional materials or personnel costs shall be required for the purpose of maintaining the general health, safety and welfare of attendees or participants in the special event, or the community in general, the Township reserves the right to require reimbursement of such

costs. If reimbursement is required, the holder of the permit shall deposit with the Chief Financial Officer a sum of money to be determined by the Township to be a reasonable estimate of the costs required. The Chief Financial Officer will make the determination when said deposit is required. After the conduct of the special event the holder of the permit shall be required to pay the Township any additional amount determined to be due in reimbursement of the Township's costs within thirty (30) days. In the event that the sum of money so deposited in advance exceeds the funds needed, the Township shall refund any excess deposit within thirty (30) days after the holding of said special event. Services and Township personnel covered by this section shall include but not be limited to additional police, fire, rescue squad, and public works service personnel.

**Section 168.26. Fee Schedule for Use of Facilities**

All groups, organizations and/or leagues and all "for-profit" youth organizations, will be required to pay a fee to use municipal facilities. Mullica Township-based non-profit groups (comprised of 75% Mullica residents) are exempt from fees. All organizations whose membership is less than 75% Mullica Township residents will be required to pay a fee to use municipal facilities.

In determining if a resident, non-profit group contains a 75% majority of Township residents, all team players in the league will be counted. For travel and/or tournament teams only home team players will be counted; the visiting team will not be included in this calculation. A team/league roster, which shall be submitted with all applications, must include the name and home address of each participant.

**SCHEDULE OF FEES:**

Rates are based on a three (3) hour time limit.

Outdoor facilities - Baseball/Softball, soccer fields, and open space areas, during daylight hours only; use of lights is not permitted:

	<u>Per Use, Per Facility</u>
Resident Non-Profit Groups*	\$ 50.00
Resident Groups or Individuals	\$ 50.00
All others	\$ 100.00

Indoor Facilities - Municipal Building meeting room

	<u>Per Use, Per Facility</u>
Resident Non-Profit Groups*	\$ -0-
Resident Groups or Individuals	\$ -0-
All others	\$100.00

\*A group comprised of residents, organized for purposes other than generating profit as determined by the Internal Revenue Service.

**Section 168.27. Activity at the Transfer Station**

Due to the inherent nature of the Transfer Station, wherein pedestrians and vehicles come in close proximity to each other, all activities, other than those related to the normal operations of the Transfer Station, are strictly prohibited inside the Transfer Station fence.

**Section 168.28. Penalties**

Any person, firm, corporation, partnership or other entity violating this provision of this section shall be subject to a fine not to exceed five hundred (\$500.00) dollars and/or imprisonment not to exceed thirty (30) days.

**Section 168.29. Appeal Procedure**

Any applicant shall have the right to appeal the denial of any permit under this section to the Township Committee. The denied applicant shall make the appeal within 5 days after receipt of the denial by filing a written notice of appeal with the Township Clerk. The Township Committee shall act upon the appeal within 30 days after receipt of the same.

## The Township of Mullica Application for Use of Facilities & Special Events

**INSTRUCTIONS:** This form must be completed and submitted to the Municipal Clerk's Office or applicable Fire Chief at least thirty (30) days prior to the desired use of the facility. Evidence of the required insurance coverage must be submitted ten (10) days prior to the event.

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Person Responsible:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

The Applicant requests the use of the facilities listed below:

Name and Location of Event: \_\_\_\_\_

For the following purpose:

\_\_\_\_\_  
*(State the Purpose)*

on the following date(s): \_\_\_\_\_

Specify the hours of use: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of people to attend: \_\_\_\_\_

Will juveniles be present? Yes \_\_\_ No \_\_\_ If Yes, what ages? \_\_\_\_\_

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served? \_\_\_ Yes \_\_\_ No If Yes, who will be serving the alcohol?

\_\_\_\_\_  
If Yes, attach a copy of the liquor license and the liquor liability policy of insurance.

\_\_\_ Attached

**FOR PARADE, RACE OR OTHER SIMILAR EVENT, PLEASE SUBMIT A MAP OF PLANNED ROUTE**

Applicant has received a copy of the **Municipality Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature

### Use of Facilities Agreement

The Township of Mullica, a Municipality of the State of New Jersey, hereinafter referred to as “**MUNICIPALITY**”, hereby agrees to allow \_\_\_\_\_ (*Name of Person(s) or Organization*) hereinafter referred to as “**USER**”, to use the facilities listed below:

Name and Location of FACILITY (IES):

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

hereinafter referred to as “**FACILITY (IES)**”

for \_\_\_\_\_  
(*State the Purpose*)

on the following date(s): \_\_\_\_\_

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 Kimberly Johnson, Township Clerk, (609) 561-7070 or applicable Fire Chief 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**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as 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.

**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 below in the attached schedule or greater where required by law.

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 “**MUNICIPALITY**”:

- Individuals:** Evidence that personal liability insurance is in force in the amount of not less than \$100,000. This will normally take the form of a “Homeowner’s, Condo, or Tenants policy where the personal liability coverage is included along with other coverages for an individual.
- Non-Profit/Charitable Groups:** Evidence of general liability insurance in force in the amount of not less than \$300,000. A certificate of insurance naming the Township of Mullica as an “Additional Insured” is required. Additional Insured clause must

read as follows: The Township of Mullica, including all elected and appointed officials, all employees and volunteers, all boards and their board members, employees and volunteers.

- Commercial (“For Profit”) Groups:** Evidence of general liability including products & completed operations insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage on one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. A certificate of insurance naming the Township of Mullica as an “Additional Insured” is required. Additional Insured clause must read as follows: The Township of Mullica, including all elected and appointed officials, all employees and volunteers, all boards and their board members, employees and volunteers.
- If any person or group requesting use of a Township facility contracts with a caterer, proof of adequate insurance is required from the caterer as well.

**MUNICIPALITY** shall be named as an “Additional Insured”.

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 coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'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.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
**USER**

\_\_\_\_\_  
**MUNICIPALITY**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**



For Township Use Only	
Approval Date: _____	Township Clerk Signature _____
Denial Date: _____	Township Clerk Signature _____
Certificate of Insurance Review	Fund Commissioner Signature _____
Police Department Approval Date: _____	Chief of Police Signature: _____
Police Detail Required Yes _____ No _____	
Recreation Association Approval Date: _____	Signature: _____
Deposit Amount Required _____	Deposit Received Date: _____
	CFO Signature _____