

Township of Stillwater Facility Use Agreement

This Facility Use Agreement ("Agreement") is made and entered into on _____ ("Effective Date") between The Township of Stillwater, a municipal corporation of the State of New Jersey, with an address at 964 Stillwater Road, Newton, New Jersey, 07860 ("Stillwater") and _____ with an address at _____ ("User"). Stillwater and the User are sometimes referred to collectively as the "Parties."

Stillwater, is the owner of the real property located at 931 Swartswood Road, Stillwater, New Jersey (the "Property") and agrees to allow User to use the Facility as defined in this Agreement. User desires to use the Facility subject to the terms and conditions within this Agreement. For and in consideration of the following promises, covenants and conditions, Stillwater and User hereby agree as follows:

1. Use of Facility. Stillwater hereby permits User to use the following portion of the Property, designated as: _____ which is located at 931 Swartswood Road, (the "Facility"). User shall use the Facility for the following event or purpose: _____ (the "Event") only and for no other event or purpose. User acknowledges that use of the Facility is conditioned on User and Stillwater's execution of this Agreement and User's payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist until and unless (1) this Agreement has been signed by User and received by Stillwater and (2) User has paid the required Deposit and Facility Use Fee.
2. Date and Time of Use. User shall be permitted to use the Facility on _____ between the hours of _____ Cl am pm and _____ ☐ am Clpm (the "Event Date") only.
3. Access and Event Times. The Facility access and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to remove decorations, User equipment, and other items.
4. Deposit and Facility Use Fee. User agrees to pay to Stillwater a Deposit of:
Key: \$10 Refundable upon return of key - All users

	<u>Refundable Deposit</u>	<u>Fee</u>
Not-For-Profit Organizations	\$50	\$0
Resident User	\$50	\$150

Facility Use Fees for the use of the Facility. The Facility Use Fee must be paid by the User upon execution of this Agreement. If either the Deposit or Facility Use Fee is not timely received by the Stillwater, this Agreement shall be automatically void and User shall have no right to use the Facility.

The Deposit shall be to ensure that the User returns the Facility to Stillwater in the same condition that exists on the Event Date. The Deposit is refundable the week after the event in the absence of damage or the need for extraordinary cleaning; the property both inside and outside should be in the same orderly condition as when found. Cancellations must be received 14 days prior to Event Date, or \$50 will be withheld from the refund of the Facility Use Fee. The user shall be responsible for any cost or expense incurred by Stillwater to clean and/or repair any damage caused to the Facility during User's use of the Facility, to the extent that it exceeds the amount of the Deposit.

5. Responsible Party/Event Coordinating Deadline. The person(s) who completes and signs this Agreement must be at least Eighteen (18) years of age and shall be the Responsible Party. In the event that the User is an entity, the Responsible Party must be an officer or owner. The Responsible Party shall coordinate all Event details with Stillwater and agrees to complete this coordination no later than 7 days prior to the Event Date. The Responsible Party must be in attendance throughout the Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this Agreement are met.
6. User's Obligations.
 - a. User shall not violate any Federal, State, or local laws statutes, codes, ordinances and/or rules (collectively referred to as "Laws").
 - b. User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the end of the Event, the Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User and all attendees. If User damages the Facility, Stillwater shall have the option of either (i) requiring User, at User's own expense and risk, to restore the Facility to the condition existing prior to the Event, or (ii) itself making the repairs and restorations to the Facility. Stillwater shall have sole and complete discretion in deciding which option

to exercise. If Stillwater decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User shall reimburse Stillwater for any repairs or restoration necessary to repair damages to the Facility caused during its use of the Facility to the extent that the cost exceeds the Deposit, within fourteen (14) days after Stillwater presents User with a written statement or invoice reflecting the nature and costs of the repairs.

- c. Decorations are acceptable but no tacks, nails, staples, glitter or confetti. Only blue painter's tape may be used to attach decorations. All decorations and tape must be removed at the time of departure.
- d. Tables must be covered with paper or cloth covers but do not staple them to the tables. Tables and chairs are not to be removed from the building.
- e. If event is a fundraiser and offering a "game of chance" it must be indicated on paperwork and proper licenses will need to be obtained, please contact the Township Clerk 973-383-9484. Bingo of any kind is NOT permitted in government owned buildings.
- f. The facility's capacity is _____ for just chairs and _____ for tables and chairs. User agrees not to exceed the capacity.

7. User's Property. Stillwater does not insure the personal property of the User, its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

8. No Assignment or Subletting. This Agreement is non-assignable and nontransferable.

9. Right to Enter. Stillwater reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from Stillwater staff.

10. Indemnification and Hold Harmless. User shall hold harmless, defend and indemnify the Stillwater its Township Committee Members, employees, officers, directors, volunteers and agents (collectively, "Stillwater" in Sections 10 and 11) from and against any and all demands, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of, or in connection with, or relating to User's use of the Facility or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Stillwater. This Section 10 shall survive the termination or expiration of this Agreement.

11. Insurance Requirements.

- A) All users are required to maintain, in addition to any insurance required by law, Comprehensive general Liability insurance in the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Township of Stillwater (as defined in Section 10) must be named as an additional insured on this policy. A certificate of insurance as described must be provided before the facility is used. Failure to receive and or enforce the required production of the certificate of insurance will not void the user's obligation to provide the insurance as foresaid.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- 1) For claims arising out of liability arising out of this Agreement and the User's use of the Facility, the User's insurance coverage shall be primary insurance as respects Stillwater and any insurance maintained by Stillwater shall be excess of the User's insurance and shall not contribute with it.
 - 2) The User's Insurance Company shall waive all rights of subrogation against Stillwater for losses paid under the terms of any policy covering the facility rental or any activities of the User, its guests, agents, representatives, employees or subcontractors.
- B) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Stillwater.
- c. Verification of Coverage. User shall furnish Stillwater with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be actually received by Stillwater at least seven days before the Event Date. If the certificates and endorsements are not timely delivered to and received by Stillwater, this Agreement shall be automatically and immediately void and User shall have no right to use the Facility. Stillwater may in its sole discretion, decide not to approve or accept User's insurance coverage in which event this Agreement shall be automatically and immediately void and User shall have no right to use the Facility.
- D. Right to Modify. Stillwater reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances.

12. Alcoholic Beverages. Alcoholic beverages are NOT permitted inside of the facility.
13. No Weapons/ Firearms. All weapons and firearms are strictly prohibited at the Facility and on the Property.
14. Governing Law. Venue and Limitation of Actions. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The exclusive venue for resolution of all disputes, claims and actions shall be the Superior Court of New Jersey, Sussex County.
15. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations, by User against Stillwater, User waives and relinquishes any and all claims for consequential damages, damages for delay and damages for acceleration.
16. Reassignment of Facilities. Should the Facility become unavailable due to an emergency, or unforeseen circumstances, Stillwater reserves the right to reassign the User to another location, if a suitable location is available. Otherwise Stillwater shall have the right to terminate this Agreement.
17. Termination/Cancellation. This Agreement to use the Facility is granted subject to observance of all Laws. Stillwater may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required under this Agreement or any governmental agency, or at any time for misrepresentation. Stillwater may terminate any part of this Agreement without notice in the event of an emergency, health emergency or governmental order or directive that prohibits the Township from allowing the User to use the facility which, in the opinion and sole discretion of Stillwater, would make the Event unfeasible, and Stillwater shall issue a refund of the Deposit and Facility Use Fees paid, which shall be User's sole remedy.
18. Modification of this Agreement. This Agreement contains the entire agreement and any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement. Notwithstanding the above, the Parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs initialed by the Parties in the attached Facilities Use Agreement Addendum.
19. Enforcement Costs. In the event that Stillwater takes any action to enforce its rights or User's obligations under this Agreement, or takes any action to collect any money owed to it under this Agreement, User shall be responsible for paying all of Stillwater's reasonable attorney fees and costs.

I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Stillwater

Date

Name and Title:

User

Date

Name and Title:

Facility Use Agreement Addendum

Stillwater: _____

User: _____

Event / Date: _____

By initialing below, Stillwater and User agree the following paragraphs are incorporated into the attached Facilities Use Agreement as if fully set forth therein.

User / Stillwater

- ☐ / Special Equipment. Stillwater assumes no responsibility for equipment used at the Event which is supplied by the User or any other party. The Stillwater reserves the right to approve equipment and equipment providers.

User / Stillwater

- ☐ Publicity/Advertising. All forms of Advertising and Publicity must be submitted to the Stillwater for approval ten days in advance of posting or communication. When Stillwater's name is used in conjunction with publicity, inclusion of non- endorsement statement may be required. Stillwater will furnish User with such a statement.

User / Stillwater

- ☐ / [3 Unsupervised Minors. Unsupervised minors (persons under the age of 18) are not permitted at the User's Event(s).

User / Stillwater

- ☐ / No Smoking. Smoking is prohibited in the Facility and outdoors within 20 feet of the Facility as well as at any other designated No Smoking area.

User / Stillwater

- ☐ / Animals. Except for service animals, animals are prohibited in the Facility.

User / Stillwater

- ☐ / No Flames/Fire/Smoke/Fog. Open flames and the burning of any materials, including incense is prohibited. Use of candles must receive advance approval and meet fire code regulations. Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited in the Facility.

User / Stillwater

- ☐ / No Bare Feet. Bare feet are prohibited in the building and on the grounds of the Facility.

User / Stillwater

- ☐ Conduct. The User and guests shall not interfere with the regular use of the Facility, the building and the adjacent areas of the Property by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited.

User / Stillwater

☐ / Other:

Stillwater

Date

Name and Title:

User

Date

Name and Title:

STILLWATER TOWNSHIP COMMUNITY CENTER CHECKLIST

BATHROOMS:	USER	TOWNSHIP
Waste baskets emptied into garbage bags in kitchen		
No debris on floors		
Lights turned off		
KITCHEN:		
All appliances turned off (except refrigerator/freezer)		
Countertops wiped clean		
Waste baskets and garbage containers emptied into garbage bags and put into Dumpsters (Keys are by back door and marked garbage/recycling)		
All utensils put away		
Faucet turned off		
Sink emptied and wiped clean		
All food removed from Center		
Respect Marked Cabinets		
MAIN ROOM:		
Windows closed and locked		
Tables and chairs cleaned of all food and drink residue		
Tables folded and returned to holder		
Chairs stacked and put against wall		
Lights turned off		
Garbage removed and brought to Dumpsters (Keys are by back door and marked garbage/recycling)		
Floor swept clean and any spills cleaned up		
All decorations removed		
Doors locked		
NO PARKING IN MARKED FIRE DEPARTMENT SPOTS		