



# Stillwater Township Community Center Facility Agreement

964 Stillwater Road • Newton, NJ 07860

## Community Center Location

931 Swartswood Road • Stillwater, NJ 07860

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

User's Name: \_\_\_\_\_

Organization/Company Name: \_\_\_\_\_

Email & Phone Number: \_\_\_\_\_

- Wedding/Reception  
  Non-profit  
  Chamber Event  
  Meeting/Class  
 Business/Government  
  Other  
 Monthly \_\_\_\_\_  
  Weekly \_\_\_\_\_  
  Recurring \_\_\_\_\_ (specify month, day etc.)

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Set-Up Time Needed: \_\_\_\_\_

### **Please Circle YES or NO accordingly.**

- |  |             |    |
|--|-------------|----|
| Access to the Kitchen Appliances/Stove?        | YES         | NO |
| Music/Musical Group/Band?                      | YES         | NO |
| Use of the Outdoor Facility?                   | YES         | NO |
| Drawing of Raffle/50-50 during the Event?      | YES         | NO |
| Is the Event Open to the Public?               | YES         | NO |
| Will an Entrance Fee or Donation be Collected? | YES         | NO |
| Catered by an Outside Cater?                   | YES         | NO |
| Number of Guests Attending _____               | Approximate |    |

### Deposit and Facility Use Fee: User agrees to pay Stillwater Township a Deposit of:

	<b>Refundable Deposit</b> <i>(Cleaning &amp; Key Deposit)</i>	<b>Facility Use</b> <b>Fee</b>
Non-Profit Organization (1 Time Event Use)	NONE	\$150
Civil Organization Annual User Fee	NONE	\$100
Resident Users	\$150	\$350
Non-Resident Users	\$150	\$450
Non-Refundable Administration Fee		\$100

**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 Stillwater, this Agreement shall be automatically void and User shall have no right to use the Facility.

**The Refundable 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 by Stillwater Township no later than fourteen (14) calendar days in writing prior to Event Date, or \$150/\$225 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 the User's use of the Facility, to the extent that it exceeds the amount of the Deposit.

1. **Use of Facility.** Stillwater hereby permits User to use the following portion of the Property, designated as: **STILLWATER TOWNSHIP COMMUNITY CENTER** which is located at **931 Swartwood Road**, (the "Facility"). The User shall use the Facility for the following event or purpose of the "Event" (as shown on page 1) only and for no other event or purpose. User acknowledges that use of the Facility is conditioned on the 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 the specific date and hours of the Event as indicated on page 1 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, Applicant's equipment; and other items.
4. **Community Center Door Access Code.** – The Access Code & key will be given to the User at the discretion of the Clerk/Deputy Clerk prior to Event Date.
5. **Deposit and Facility Use Fee.** - User agrees to pay Stillwater Township a Refundable Deposit Fee (as indicated on page 1). 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 Stillwater Township, this Agreement shall be automatically void and User shall have no right to use the Facility.  
  
**The Refundable Deposit shall be to ensure that the User returns the Facility to Stillwater in the same condition that existed on the Event Date. The Refundable 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 by Stillwater Township in writing no later than fourteen (14) Calendar days prior to the Event Date, or \$150/\$225 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 the User's use of the Facility, to the extent that it exceeds the amount of the Refundable Deposit.
6. **Responsible Party/Event Coordinating Deadline.** The User who completes and signs this Agreement must be at least Twenty-One (21) years of age, show valid identification and shall be the Responsible Party. If the User is an entity, the Responsible Party must be an officer or owner of said entity. The Responsible Party shall coordinate all Event details with Stillwater and agrees to complete this coordination no later than seven (7) calendar 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 all these conditions and other policies and regulations as outlined in this Agreement are met.
7. **User's Obligations.**
  - a The User shall not violate any Federal, State, or local laws, statutes, codes, ordinances and/or rules (collectively referred to as "Laws").
  - b The User shall not make any alterations to the Facility, any fixtures, building systems, and/or equipment connected to the Facility. 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 the sole and complete discretion in deciding which option to exercise. If Stillwater decides to 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) calendar days after Stillwater presents User with a written statement or invoice reflecting the nature and costs of the repairs. Failure to pay in a timely manner shall permit Stillwater to exercise all its legal avenues available to collect.
  - 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 on the tables. The tables and chairs are not to be removed from the building.**
- e If the 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.**
8. **User's Property.** Stillwater does not insure the private 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.
9. **No Assignment or Subletting.** This Agreement is non-assignable and nontransferable.
10. **Right to Enter.** Stillwater reserves the right to enter and inspect the Facility at any time for any purpose during the Event and/or before and/or after the Event. Users shall follow all directives from Stillwater staff.
11. **Indemnification and Hold Harmless.** User shall hold harmless, defend and indemnify Stillwater Township it's Committee Members, employees, officers, directors, volunteers, assigns, designees, representatives and agents (collectively, "Stillwater" in Sections 10 and 11) from and against any and all demands, liability, loss, damage, expense, costs (including without limitation interest, 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.
12. **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 11 above) must be named as an additional insurer 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:
- i. 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.
- ii. 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.** The User shall furnish Stillwater with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be received by Stillwater Township at least seven (7) calendar 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 extraordinary circumstances.
13. **Alcoholic Beverages.** Alcoholic beverages are **NOT** permitted in or outside of the facility without a **Special Event Permit from the Township in advance of Committee Approval.**
14. **No Weapons/ Firearms.** All weapons and firearms are prohibited at the Facility and on the Property.
15. **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.
16. **Limitation on Damages.** In the event of any claims, disputes, actions, or arbitrations, by User against Stillwater, User waives and relinquishes all claims for consequential damages, damages for delay and damages for acceleration.
17. **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.

- 18. **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 Refundable Deposit and Facility Use Fees paid, which shall be User's sole remedy.
- 19. **Modification of this Agreement.** This Agreement contains the entire agreement and any modifications, changes or amendments to this Agreement must be agreed to in writing 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.
- 20. **Enforcement Costs.** If Stillwater Township 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.

**PARKING**

**NO PARKING in Fire Department spots in front of bays and please be mindful of handicap spots by entrance.**

**Please DO NOT block the driveway of home in rear of property.**

**DO NOT park on grass in the back field or between church and driveway.**

**ADDITIONAL PARKING IS AVAILABLE ACROSS THE STREET AT STILLWATER PARK.**

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

Stillwater Representative

*Signature & Title* \_\_\_\_\_ Date \_\_\_\_\_

User \_\_\_\_\_ Date \_\_\_\_\_

*Signature & Title*



## **Stillwater Township Community Center Facility Agreement Addendum**

964 Stillwater Road • Newton, NJ 07860

### **Community Center Location**

931 Swartswood Road • Stillwater, NJ 07860

User: \_\_\_\_\_

Event/Date: \_\_\_\_\_ User Email/Cell: \_\_\_\_\_

**By initialing below, Stillwater Township and the 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 Stillwater for approval ten (10) calendar days in advance of posting or communication. When Stillwater Township'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

- Unsupervised Minors.** Unsupervised minors (persons under the age of 18) are not permitted at the User's Event(s), are not permitted in the kitchen, no climbing on the chair/table racks, or climbing on/touching the trophies or trophy case.

User / Stillwater

- NO SMOKING.** Smoking is prohibited in the facility and only permitted in the designated area outside of the facility.

User / Stillwater

- NO OUTDOOR COOKING OR GRILLING PERMITTED.**

User / Stillwater

- FOOD TRUCKS** are only allowed with Township Approval and for the application event date specified.

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, are prohibited. Use of candles must receive advance approval and meet fire code regulations. **Fog/smoke machines or other equipment are prohibited. Equipment of this nature may activate fire alarms.**

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:** \_\_\_\_\_

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

\_\_\_\_\_  
*Stillwater Representative* \_\_\_\_\_  
*Date*

*Signature & Title* \_\_\_\_\_

User \_\_\_\_\_  
*Signature & Title* \_\_\_\_\_  
*Date*



## Stillwater Township Community Center Checklist

**Please make sure "ALL ITEMS" are completed on this list after use and prior to exiting the building. You WILL be at risk of losing the Refundable Deposit if this checklist is not complete.**

### BATHROOMS

- Waste baskets emptied and replaced with **User supplied garbage bags**, please use appropriate size for containers.
- No debris on the floors.
- Toilets are flushed.
- Doors are left open.
- The lights turned off.

### KITCHEN

- All appliances turned off (except refrigerator/freezer/ice machine).
- Countertops wiped clean.
- GARBAGE/RECYCLING MUST BE PUT IN DUMPSTERS LOCATED OUTSIDE THE KITCHEN DOOR AT THE END OF EACH EVENT.**
- User supplies **NEW 42 GALLON GARBAGE BAGS** which are to be placed in all containers after emptying.
- All utensils put away.
- Faucets turned off.
- All sinks emptied and wiped clean.
- All food removed from refrigerator and Center upon completion of event.
- Respect Marked Cabinets please.

### MAIN ROOM

- Tables and chairs cleaned of all food and drink residue.
- 6 Tables and 6 Chairs for each (36) will remain on the floor.
- All other Tables and Chairs folded and returned to holders.
- All floors, Hall, Kitchen and Bathrooms must be swept, spills cleaned up and mopped before leaving.
- Mopped bucket water **MUST** be dumped in a toilet, as per SC Health Dept.
- All decorations removed.
- Windows closed and locked.
- Doors locked.

**Mop, broom, and vacuum are in kitchen closet.**

**Extra bathroom supplies are in bathroom cabinets.**

**PLEASE NO PARKING IN MARKED FIRE DEPARTMENT SPOTS**

**Please return this checklist to Town Hall signed and dated to receive your Refundable Deposit.**

**SIGNATURE OF USER: \_\_\_\_\_ DATE: \_\_\_\_\_**