

AGREEMENT FOR SEASONAL USE OF TOWNSHIP FIELDS & FACILITIES
DEPARTMENT OF PARKS, RECREATION & COMMUNITY SERVICES

This Agreement, dated _____(insert month, day, year) between the Township of North Brunswick (hereinafter the “Township”), Department of Parks, Recreation and Community Services (hereinafter “DPR&CS”), County of Middlesex, State of New Jersey, located at 710 Hermann Road, North Brunswick, New Jersey, , and _____ (insert name of Organization, mailing address, town, state, zip code) hereinafter referred to as the “Organization”, for the consideration set forth herein agrees as follows:

Article I. Description of Premises

Section 1.01 The Township agrees to permit the use of its facility known as _____ (list all parks, fields and facilities that will be used, if needed please use another sheet of paper) hereinafter referred to as “Premises”, for the term of this Agreement. Each submission must be received in its entirety prior to January 31 (of the current year). If any portion of the submission is missing, the submission will not be considered for approval.

Article II. Term

Section 2.01 The term of this Agreement, as set forth by the DPR&CS upon approval, shall be _____ (insert beginning date) through _____ (insert ending date), for the purpose of using the Premises for organizing and implementing athletic league practice and game use on Township of North Brunswick facilities. The Organization shall pay for such use the sum _____(enter amount required) payable in advance, upon the covenants and conditions as follows.

Article III. General Terms and Conditions

Section 3.01 The Organization shall not assign this Agreement nor shall it assign, sublet, or rent out any property of the Township without prior written consent of the Township, granted in

its sole and absolute discretion. This provision includes any camps, scrimmages, and/or tournaments run by the Organization or its subsidiaries.

Section 3.02 The Township reserves the right to utilize the Premises when Organization games or practice uses are not pre-scheduled. The Township, *in working with the organizations*, shall have priority in scheduling of such events as it may deem appropriate and necessary, but shall consult with the Organization prior to any such scheduling. If the Organization completely abandons use of any portion of the Premises, as determined by the Township, in its sole discretion, the Township as it pertains to that portion of the Premises may terminate this Agreement. The Township will not reschedule any dates or make up dates without written confirmation to the organizations.

Article IV. Services and Information to be provided by the Organization

Section 4.01 The Organization will provide a youth _____ (Enter type of use/activity) for boys and girls ages _____ (insert age range). Participation in the program will be open to all residents of the Township. Surrounding communities may participate with first priority given to North Brunswick residents. Changes in the registration procedures, if any, will be made available to the Township of North Brunswick at least thirty (30) days prior to the beginning of registration. Attendance at the programs and events of the Organization will be open to the public.

Section 4.02 The Organization will provide the DPR&CS office with a copy of their Constitution, Mission Statement and the most recent Bylaws of the Organization. This information will also appear on the Organization website for notification of changes or updates to this document, and will also be furnished via hard copy.

Section 4.03 The Township Code of Conduct must be signed by all coaches, players, parents and volunteers and returned to DPR&CS with rosters. The Code of Conduct must be listed in the Organizations' by-laws and appear on the appropriate web sites.

Section 4.04 Profile data of officers and board members. The Organization shall submit to the

Township the names, addresses and phone numbers of all current officers and board members at least ten (10) days prior to the beginning of the playing season. The Organization shall also post on their web site a copy of their most current board roster and contact information, constitution, bylaws, criminal background check policy, grievance procedures and playing rules at that same time. The Organization shall notify the DPR&CS and post any adopted changes to this information in a timely manner as an update to the Organization's Internet Web site. If the Organization does not have a web site, the Organization shall mail a copy of these documents to all of its Organization members (parents, guardians, coaches, volunteers, etc.) and provide proof of receipt and by-law change acceptance to the DPR&CS before the Facility Use Agreement will be finalized.

Section 4.05 Registration of Participants: The Organization will provide verifiable rosters, which will contain the name, school, grades and emergency contact information of active participants. Information on the applications will be made available to the Township of North Brunswick. The fall season roster will be provided to the Township on or before October 1 and the Spring Season roster will be provided on or before May 1. All non-resident active participants will be listed on a separate roster and the total for each season listed separately. All participant information will be made available to the Township of North Brunswick DPR&CS.

Section 4.06 Registration of coaches: The Organization will provide and train coaches. The Organization shall furnish to the Township, at least ten (10) days prior to the beginning of each playing season, a roster of all coaches involved in any Organization activities related to this Agreement. All Organization coaches will be required to have completed a Rutgers S.A.F.E.T.Y class or suitable recognized safety institution's class and their certification must be carried by coaches at all times they are engaged in coaching in the Township as provided by the organization prior to the start of the season as defined herein. Each Organization coach must have completed this activity prior to participating in any Organization-sponsored practice or game. Said completion will be noted on the Coaches Roster that the Organization will provide to the Township. Those coaches that sign up to participate in the Organization after the original submittal of the Coaches Roster may be trained as needed in follow-up training sessions, but cannot coach until they have completed their required training.

Section 4.07 All residents are allowed to speak at Organization meetings.

Section 4.08 Ongoing training of coaches and referee clinics are the responsibility of the Organization.

Section 4.09 In compliance with existing laws, or in addition thereto where no applicable law exists, the Organization shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members and any other person acting in an official capacity. These checks shall be conducted prior to the beginning of each playing season and shall remain valid for the calendar year. The Organization shall also adopt and publish a criminal background check policy to be used for determining an individual's eligibility to coach. Should an individual be disqualified as a result of the check, the Organization will prohibit that individual from serving in any official capacity with the Organization. The Organization shall furnish to the Township a listing of the persons that have successfully undergone a criminal background check prior to the beginning of any individual's involvement with any youth related activities.

All Organizations are required to follow the Township of North Brunswick policy regarding criminal background checks. The Department of Public Safety in cooperation with the State Police performs the criminal background checks. The costs associated with the criminal background checks are required to be paid by the Organization.

All volunteers and coaches are required to complete the Rutgers S.A.F.E.T.Y. class at the current cost for each coach or volunteer. Copies of certifications will be collected by the Director of Parks, Recreation and Community Services and kept on file. The Township will cross reference and supply a master list of all who have completed the class. An Organization appointed authority shall sign this listing for final verification of the actions taken by the Organization.

Municipally sponsored programs (for example, wrestling and lacrosse run by the Township) are not required to pay the associated costs described in this section.

Section 4.10 Intermittent lining and raking of fields. Baseball fields are lined during the week

by the Township Park's Division staff. Unless Park's Division staff is unavailable, the Organization shall be responsible for lining and raking the fields on the weekend, after training by the Park's Division staff personnel. Only persons who have successfully completed training by the Park's Division staff shall be authorized to line or rake fields. Soccer fields are lined once a week or as needed Football Fields are lined during the week by Parks Divisions staff members or as needed. Baseball fields need to be lined at the end of every game. Organization training is, therefore, mandatory

Section 4.11 The Organization agrees not to use glass containers at any Township Fields or Facilities and will not sell glass products.

Section 4.12 All recyclable materials sold, made available, and used while at the Facility shall be recycled using designated bins, which are provided by the Township and placed in high traffic areas to ensure visibility and use.

Section 4.13 Organizations must clean all areas used, facilities and fields, place all litter in trash receptacles. Each coach is responsible for checking areas, including the playing field, dugouts and bleachers, before leaving the permitted use areas.

Section 4.14 Organizations must remove all Organization perishable property from concession facilities at the end of each season.

Article V. Funding and Support by the Township

Section 5.01 The Township will provide the following indirect funding assistance for the program:

- (a) Scheduling of Fields.
- (b) Mowing of grass, lining of fields, and maintenance of fields and associated training
- (c) Storage, maintenance and repair of goal post, labor only.

- (d) Promotion of program through the biannual DPR&CS Brochure. Submission by the Organization must meet the Department of DPR&CS Brochure schedule.
- (e) Assisting in securing use of the Workhouse Fields located on Rt. 130 with agreement from the County Freeholders.
- (f) The Township must approve Field preparation for all Tournaments and Special events before announcement of an event is made to the public. The number of fields required and parking accommodations will be reviewed and approved by the Township, in consultation with the Organization, prior to approval of the special event or its public announcement.
- (g) Toilet facilities are available at Sabella Park, Veteran's Park, Renaissance Park, and North Brunswick Community Park. When one is not available, the Organization will be responsible for the placing and the cost of port-a-johns at any other site and notify the DPR&CS office before placement.
- (h) Ranger coverage will be provided as part of the weekend schedule and Friday evenings. Rangers will expect coaches to wear their organization shirt so that they will be easily recognized, and provide their permit upon request or will be subject to removal from the Premises.
- (i) Any home tournament or activity in excess of those mentioned in this Agreement, must be requested in writing 60 days prior to the actual date. Any maintenance needs outside of those stipulated in this Agreement will be considered by DPRCS on a request basis only and is not to be expected.
- (j) The Organization may utilize field lighting systems for Organization games at no cost to the Organization. Lights for practicing may only be used with the consent of the Township. Many field lighting systems have timing devices that are programmed to allow lights to be turned on at specific times. Manual lighting systems should not be activated any sooner than one hour before sunset and must be turned off upon completion of activities. (Community Park will be equipped with a control device to automatically operate the lights)

- (k) The Organization agrees to stop all play by 10:00 pm Sunday through Thursday and 11:00 pm Friday and Saturday. The Township must approve any exceptions to these guidelines in advance. All Township vehicles will be equipped with DTMF codes to turn off all lights on the fields.

Section 5.02 The Township of North Brunswick recognizes the R.U.T.G.E.R.S. Youth Sports Coaches Program as the official training program for all coaches. This training will be offered to your members by registering / fee to be paid by Organization at the DPR&CS office. It is highly recommended that all coaches hold certification in C.P.R and First Aid. The Township will also provide defibrators in all parks and will hold training sessions for the Organizations. Each Organization must ensure a trained member is present during all activities.

Article VI. Statement of Program Considerations

Section 6.01 The program or services provided by the Organization will be open to all North Brunswick residents who wish to participate regardless of color, age, race, creed, sex, sexual orientation, religious affiliation, national origin, or disability. During the performance of its respective duties and responsibilities, as related to the execution of this Agreement, the Organization shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex, sexual orientation, or disability in accordance with current state or federal laws.

Section 6.02 To the extent possible, the Organization will attempt to take into account the calendar of all religious holidays when scheduling play.

Section 6.03 The Organization will provide to the Director of DPR&CS an end-of-program report documenting the accomplishments of the program, number of participants of the program, supervisors and coaches involved not later than:

- (a) Baseball - July 30th
- (b) Soccer - December 30th for the Fall Season & July 30th for the Spring Season
- (c) Football - November 30th

We are looking for a status report from the organizations at the end of the contract year.

Section 6.04 The Township encourages all residents, and especially its youth, to engage in a wide variety of life-events. The Organization's by-laws shall not restrict participation by its membership in any other program operating in the Township, nor shall any coach or representative of the Organization require that participation in the Organization, or any team or activity of the Organization, be exclusive of any other organized educational, cultural or sports activity.

Section 6.05 A schedule of use for fields and concession stands will be determined through written request to the Director of the DPR&CS.

Section 6.06 The Township reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its sole discretion to be objectionable or contrary to Township interests. The Organization hereby consents to the exercise of such authority by the Township over its officials, agents, coaches, participants and members.

Section 6.07 The Organization, and all of its participants, will recognize, acknowledge, and abide by the authority of Township representatives for field and facility maintenance and safety. Such Township representatives specifically include the Director, Parks Supervisor, or Park Ranger of the Department of Parks, Recreation and Community Services.

Article VII. Organization Statement of Financial Accountability

Section 7.01 The purpose of requiring financial records is to allow participants the opportunity to effectively monitor the use of their money and to ensure that public facilities are not being used for profit motives and/or to benefit any individual or group. It is intended that all funds raised by the Organization be used directly for the athletic program that is the subject of this Agreement. In that manner, the Township requires that the Organization employ financial management systems that reasonably safeguard its financial resources. Financial records shall be developed and maintained in a way that is accessible and understandable to program participants. Organizations will be required to accept any and all residential registrants.

Section 7.02 The Organization must develop a financial management plan and financial records format. The adequacy of this plan shall be considered as a factor in determining whether or not to approve the Organization's request for a Facility Use Agreement. If the Township requires financial records they will send a representative to attend that Organization's monthly meeting to obtain such records. In the event that the Organization does not hold monthly meetings, the Township will request that the financial records be provided.

Article VIII. Township charges

Section 8.01 A User Fee in the appropriate category below shall be paid by check 10 days in advance of use the field, or facility. For the purposes of determining whether a group or organization is categorized as resident or non-resident, the group or organization shall submit a notarized, signed statement certifying that at least 80% of the members of the group or organization utilizing the field (s) or facilities reside in the Township of North Brunswick and the State of New Jersey, as applicable.

Section 8.02 Concessions:

- (a) For seasonal use of fields and/or concession stands - \$450.00 fee and \$1,000 refundable damage/clean-up deposit.
- (b) The Township will assess an annual fee of \$450.00 from each of the sports organizations. This usage fee will be deposited into a dedicated trust account titled, "Community Park Concession Stand Equipment." The sole purpose of this account is the repair, replacement and or maintenance of the concession stand equipment (including but not limited to refrigerators, freezers, fryers, etc.) at the North Brunswick Community Park.
- (c) Sponsor Signs - No advertising may be placed on any Township fencing, structures and or facilities. However, the associations can arrange for "donations" of items to the Township, and allow such donors to have a modest sign. Caruso Field is grandfathered. (The sign must be approved by the Director of Parks, Recreation & Community Services or the Deputy Director, prior to being erected or installed.)

- (d) Concessions - The Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., and the Public School Contracts Law N.J.S.A. 18A:18A-1 et seq., define the term "concession" as the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit. In the case of the Public School Contracts Law, vending machines are specifically excluded from the definition. Further, a concession is only subject to this section if it is awarded to or supports a for-profit organization or purpose.
- (e) Concessions are specifically deemed to include but are not limited to the following:
- (1) Use of public space or facilities (such as scoreboards, bus shelter or facility) for advertising in exchange for fees or services or discounts on services

Section 8.03 North Brunswick Youth and Other Group or Organization:

- (a) For seasonal use of fields or concession stand - \$450.00 fee and \$1,000 refundable damage/clean-up deposit.
- (b) For Special Events or Tournament - \$100.00 per field /maximum \$1,000.00 fee, and \$2,000.00 refundable damage/clean up deposit. A walk through will be conducted within a reasonable amount of time to determine the existence of any damage.

Section 8.04 Non-Resident Youth Sports Organization & Other Group Organization:

- (a) For seasonal use of fields and/or concession stands - \$900.00 fee and \$1,000 refundable damage/clean-up deposit.
- (b) For Special Events or Tournament - \$200.00 per field /maximum \$2,000.00 fee, and \$2,000.00 refundable damage/clean up deposit.

Section 8.05 The refundable damage/clean up deposit will be returnable upon conclusion of the season or final use and after a final walk through by the Township and the Organization takes

place. If there are no damages and no cleanup required, the refund will be sent to the Organization within approximately thirty (30) days. If the damages or clean-up costs exceed the deposit amount, the Organization will be held accountable for the difference. The Director of Parks, Recreation and Community Services will provide documentation of any damage/clean-up costs that exceeds the deposit amount to the Organization. If the Organization does not reimburse the Township within a reasonable time, the Township may seek all remedies available under the law.

Section 8.06 The Organization will provide information to prospective participants regarding the fees charged in the program.

Article IX. Indemnification

Section 9.01 The Organization shall defend, indemnify and hold harmless the Township and its respective elective and appointive officers, and their duly authorized agents, members, servants, and employees from any liability, including liability to third parties, for personal injury, including death, and/or property damage which are caused by or arise from the negligence or willful misconduct of the Organization or any subcontractor, agent, or person selected and approved by the Organization. The Organization shall inspect the fields and facilities prior to their use of said location. The Organization has the legal duty to warn all participants in the event that a dangerous/hazardous circumstance present itself on any portion of a field or facility. The Organization also has the duty to immediately report any dangerous/hazardous circumstance to the Township.

Article X. Insurance

Section 10.01 The Township of North Brunswick carries insurance covering its own liability. The Township assumes no general liability for the Agreement holder. A Certificate of Insurance naming the Township of North Brunswick as the Agreement holder must submit an additional insured no later than September 1 for fall sports and April 1 for spring season. The minimum amount of insurance coverage is to be \$ 1,000,000 for personal injury and \$100,000 for property damage/general liability.

Article XI. Specific Conditions Pertaining to use of Concession Stands

Section 11.01 All requests for use of a Concession Stand must be written and through use of this Agreement. Use of any office facility is assigned on a per day basis and shall not constitute an agreement allowing blanket use of such facility for an entire season. If an Organization is denied use, a written explanation will be given explaining the reason. All organizations will be allowed to store their own products and personal possessions in the building, as long as the Township is given sufficient notice, and provided there is sufficient space for the storage. Access to all facilities shall be arranged through representatives of the DPR&CS Park Ranger or staff member. It is the responsibility of the Organization to provide prior notice of when access will be required to any facility.

Section 11.02 All facilities must be left in a clean operating state, as determined, in their absolute discretion, by a representative of the DPR&CS, at the end of each usage.

Section 11.03 All appliances (including, but not limited to, fryers, refrigerators etc.) purchased for use at concession stands and facilities in the Township shall be considered a donation to the Township and shall become Township property. The DPR&CS must approve use of any appliance prior to its entry/installation into the facility. (See section 8.02)

Section 11.04 No person under 16 years of age shall be permitted to use fryers, ovens or other potentially dangerous equipment/facilities in the concession stand.

Section 11.05 All food or drink prepared, served, sold, or stored shall be done in strict conformity with all Township ordinances, as well as County, State and Federal statutes and at least one member of the Organization should attend the food handlers course given by the Middlesex County Health Department.

Section 11.06 The Township reserves the right to utilize the concession stands and/or score booths during times not used by the Organization.

Section 11.07 Delivery trucks shall not be permitted anywhere within the park area unless there are existing service drives. Persons operating concessions shall see that the deliveries are

made from designated service drives leading directly to the building. At fenced facilities, all delivery trucks are prohibited from pulling inside the fenced-in area.

Section 11.08 The Organization may apply to the Director of the Department of Parks, Recreation and Community Services for use of portable concession facilities, or port-o-john units, to be operated by its agents, officers, employees, volunteers, and members and shall leave such portable concession facilities on park premises between games at the Organization's expense and own risk. The Organization shall not construct any permanent or semi-permanent structure on park property for the purpose of vending concessions. All portable concession/port-o-let facilities must be removed from the premises upon expiration of the period of approval.

Article XII. Statement of Operating Procedures

Section 12.01 The Organization is required to comply with all the General Ordinances and administrative regulations of the Township that are applicable.

Section 12.02 The Organization is an independent entity and is not a program agent of the Department of Parks, Recreation and Community Services. This Agreement does not constitute an endorsement of the Organization by the Township, nor does it imply sponsorship to the Organization by the Township.

Section 12.03 The Organization acknowledges the support of the Township. Statements of the Township support shall appear on printed advertisements and mailed information and should read as follows:(In partnership)

- (i)"The Program Name and the Organization is supported in part through services, supplies and materials from the Township of North Brunswick, Department of Parks, Recreation and Community Services".

Section 12.04 This Agreement may be revoked for failure to comply with provisions of this Agreement.

Section 12.05 No part of this Agreement shall exceed the terms described herein. No part of this Agreement shall exceed one 'year' as defined above. Future use of any Township facility

shall require renewal of the Agreement.

Article XIII. Code of Conduct

Section 13.01 The Department of Parks, Recreation & Community Services advocates and supports youth and adult programs in North Brunswick. The DPRCS staff prides itself in offering educational opportunities through leisure experiences. Participation in DPR&CS programs is subject to the observance of DPR&CS rules and procedures. The activities outlined below are strictly prohibited. Any participant or staff member who violates this Code is subject to discipline, up to and including removal from the program.

- Abusive language towards a staff member, volunteer or another participant.
- Possession or use of alcoholic beverages or illegal drugs on North Brunswick Township property or reporting to the program while under the influence of drugs or alcohol.
- Bringing onto North Brunswick Township property dangerous or unauthorized materials such as firearms, weapons or other similar items.
- Discourtesy or rudeness to a fellow participant, staff member or volunteer.
- Verbal, physical or visual harassment of another participant, staff member or volunteer.
- Conduct endangering the life, safety, health or well-being of others.
- Failure to follow any Department of Parks, Recreation & Community Services policy or procedure.
- Bullying or taking unfair advantage of any participant.
- Failing to cooperate with adult supervisor/leader/mentor.
- Failure to leave area in the condition in which you found it, including restrooms, gym, hallways and any other area used.

Article XIV. Termination

Section 14.01. The violation of any of the provisions of this Agreement shall constitute a breach, which may result in the termination of this Agreement. In the event of such a breach, the Township shall issue notice to the Organization by certified mail, return receipt requested,

of such breach and shall allow the Organization a period of ten (10) days from the date of such notice to cure such breach. If the Organization fails to cure such breach within such ten (10) day cure period, the Township may, in its sole discretion, declare the Organization to be in default of this Agreement and notify the Organization, by certified mail, return receipt requested, of its default and the Township's intent to terminate this Agreement. If the Organization has not vacated the Premises pursuant to the Township's notice to terminate, then the Township, its agents or attorneys shall have the right, without further notice or demand and without resort to further legal process, to re-enter and remove all persons and Organization's property from the Township's Premises. Any of Organization's property, which remains in or on the Premises after termination of this Agreement, shall be deemed to have become the property of the Township and it may be removed and disposed of by the Township in its sole discretion, without resort to further legal process. No trespass or liability shall be attached to the Township for any loss or damage which may be occasioned by the Township, its agents' or attorneys' resumption of the possession of the Premises.

Should the Organization desire to terminate this Agreement for just cause, it may do so by providing thirty (30) days' written notice to the Township, such notice to be sent by certified mail, return receipt requested.

Signatory Page:

By affixing their respective signatures, the parties acknowledge that they understand, accept and will comply with the provisions of this Agreement.

For the Township:

Signature

Date

Name and Title

For the Organization:

Signature

Date

Name and Title