

Andover Township

Hillside House Rental Agreement & Information Packet

134 Newton Sparta Road, Newton, NJ 07860

Phone: 973-383-4280 ext. 319

Fax: 973-383-9977

Email: achoka@andovertwp.org

To whom it may concern,

Enclosed is the application to be completed and submitted before use of the Hillside Park House.

A \$100.00 non-refundable fee, per day rented, is required to be submitted with your application, to hold the date for your event. The non-refundable fee will be deducted from your total rental balance unless you cancel your event. In the case of a cancellation, the non-refundable fee is forfeited.

The completed application, along with the non-refundable fee of \$100 by way of cash or check (made payable to 'Andover Township'), must be received no later than 2 weeks from the date you receive the application.

The balance of the rental fee and the security deposit are due in full no later than 6 weeks prior to your event. **For rentals that do not have 6 weeks between the date of application and the date of the event, all fees are due in full, immediately, upon rental request. Failure to pay in full and provide a completed application by the payment due date will result in immediate release of the date back to the public. No monies that were paid to the Township for the rental will be refunded.**

Failure to return the signed security deposit voucher and post rental form within 30 days (including weekends and holidays) of the date of your event will result in loss of the \$300 security deposit

The following is a summary of the paperwork contained in the application packet:

- Application & Fee Schedule: Please fill out and return it to the Clerk's office by mail or in person. A copy of the payment schedule, containing the Township Officials signature, will be mailed back to you, or given to you in person, for your records. You will be required to keep this document and provide it to the Police Department Dispatch desk on the date of your event in order to be given the key to the building.
- Hold Harmless Agreement: Review, sign and return along with the application.
- Rental Rules
- Andover Township Noise Ordinance
- Food Truck Rules & Regulations

IF AT ANY TIME YOU ARE NO LONGER INTERESTED IN RENTING THE FACILITY AND WE ARE HOLDING A DATE FOR YOUR EVENT, PLEASE CONTACT US IMMEDIATELY SO THAT THE DATE CAN BE RELEASED

Sincerely,

Andover Township's Clerk's Office

Hillside Park House Application

Please complete and return to: ANDOVER TOWNSHIP ATTN: Clerk's Office
134 NEWTON-SPARTA ROAD
NEWTON, NJ 07860
or email to: achoka@andovertwp.org

Name: _____ Email: _____

Address: _____ Cell Phone: _____

Rental Date & Event Type: _____

Area to be Reserved: Hillside House Preparation Time: _____

Number of Guests (MAX 50): _____ Start Time: _____

Alcoholic Beverages: Yes _____ No _____ End Time: _____

(ALLOWED INSIDE ONLY)

Please note that the picnic, pavilion, and park areas are public places; therefore, it is not possible to guarantee that those areas will be vacant during your event. Rental of the House does not entitle you to exclusive use, or any use, of these spaces

Outdoor grass space for use of a ceremony is available on a first come first served basis. Use of the pavilion, for any reason, including a ceremony, is not permitted.

In the event of a power outage, there are no backup generators at this facility.

ALL EVENTS/ACTIVITIES MUST CONCLUDE BY 2 AM ALCOHOLIC BEVERAGES MUST BE KEPT INSIDE THE BUILDING

THERE IS LIMITED PARKING ON THE UPPER LEVEL, PLEASE USE THE LOWER PARKING LOT

****There is no parking allowed directly in front of the building. This area is to remain accessible for emergency vehicles. Any cars parked in this area will be issued summons by the Andover Township Police Department****

THE TOWNSHIP IS NOT RESPONSIBLE FOR ARTICLES LOST OR LEFT IN THE PARK OR OTHER BUILDINGS ALL FACILITIES ARE TO BE USED AT YOUR OWN RISK

For Township Use ONLY

APPROVED BY _____ DATE _____

RENTAL FEE \$ _____ SECURITY DEPOSIT FEE \$ _____

RENTER INITIALS: _____

Hillside Park House Payment Schedule

PLEASE KEEP THIS PAGE AS YOU WILL NEED TO PROVIDE IT TO THE ANDOVER TOWNSHIP POLICE DEPARTMENT
DISPATCH OFFICE IN ORDER TO OBTAIN THE KEY TO THE FACILITY.

KEYS WILL NOT BE GIVEN OUT ANY EARLIER THAN 8AM. NO EXCEPTIONS.

Payment Schedule:

Applicant Name: _____

Rental Date & Event Type: _____

Rental Fee: _____

Non-refundable Fee: _____
(\$100 per day rented)

Rental Balance Fee: _____

Security Deposit Fee: _____

Cleaning Fee (non-profit only): _____

Balance of Rental Fee & Security Deposit Due Date: _____
(6 weeks prior to event date)

Upon completion of a satisfactory inspection of the facility after your event, the security deposit will be returned to you via check, within 4-6 weeks of receipt of the signed voucher.

Failure to return the signed security deposit voucher and post rental form within 30 days of your rental (including weekends & Holidays), will result in automatic loss of the \$300.00 security deposit.

Signature of Renter: _____ Date: _____

Signature of Township Official: _____ Date: _____

RENTAL FEES

Andover Township Residents: \$300.00

Non-Residents: \$500.00

Andover Township Residents – Holiday: \$200.00

Non-Residents – Holiday: \$400.00

3 Day Package (Regular Rates)

Andover Township Resident: \$700.00

Non-Resident: \$1,200.00

3 Day Package (Holiday Rates)

Andover Township Resident: \$500.00

Non-Resident: \$1,000.00

Township Employee: One (1) free rental per employment. **A \$100.00 non-refundable cleaning fee is required;** \$150.00 for each rental after.

Township Employee – Holiday: \$100.00

Township Employees are considered actively employed, or current members of Boards, Committees or Commissions at the time of application.

Andover Township Non-Profit Organizations: \$200.00

Andover Township Non-Profit Organizations – Holiday: \$150.00

Out of Town Non-Profit Organizations: \$300.00

Out of Town Non-Profit Organizations – Holiday: \$200.00

Township based Non-Profit youth groups: One (1) no-charge rental per calendar year, per organization. **A \$100.00 non-refundable cleaning fee is required.** Available rental dates are Monday-Thursday ONLY, for up to 3 hours.

All non-profits, regardless of the above classifications, are required to submit a certificate of insurance listing Andover Township as additionally insured.

All rentals, regardless of classification, require a \$300.00 Security Deposit due and payable 6 weeks prior to the date of the event. Security Deposits will be returned upon inspection of the premises after the event, but no earlier than 4 weeks after the event. Should a Security Deposit be withheld, a written notice will be supplied to the renter explaining the determination.

RENTER INITIALS: _____

HOLD-HARMLESS & INDEMNIFICATION AGREEMENT

1. DEFINITIONS:

- a. Any reference to "I", "We", "Me", and "My" shall mean the individual, organization, or corporation or any such entity who intends to rent said premises.
- b. Any reference to "you", "Yours", and "Yourself" shall mean the municipal corporation known as Andover Township, its agents, servants, employees, or contractors.

2. GENERAL INFORMATION:

- a. Complete applicable section:

INDIVIDUAL: (if applicable)

Name: _____ Address: _____

Phone No.: _____

ORGANIZATION: (if applicable)

Name: _____ Address: _____

Phone No.: _____

CORPORATION: (if applicable)

Person Responsible: _____ Business Title: _____

Business Address: _____ Phone No.: _____

- b. All applicants:

Date of event: _____

Site: Hillside Park House

Hour's site is needed:

8:00am to _____ am or pm

ACTIVITY TO BE HELD (describe in detail):

3. I sign this Hold-Harmless and Indemnification Agreement as my voluntary act and by this act agree to hold You harmless and indemnify You in any and all ways from any claims, suits, or other actions whatsoever arising from, caused by, or which are the alleged result of any act or omission whatsoever of

(a) You; or

(b) any guest, invitee, licensee, visitor, or other person present on the premises listed above in order to attend, participate in organize, assist, enjoy, supervise, clean up, transport or in any other way associated with the activity to be held (as described above) on the date listed above.

4. I state that You shall be indemnified by Me and shall be shielded against any and all damages, losses and/or expenses of any nature arising from any claims, suits or other actions whatsoever for either injury or death of any person(s) or for damages or loss of property, attributed to my utilization of the premises under this agreement in any manner whatsoever.

5. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph (b) consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of Paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to be use of the site listed above:

(a) that I am solely responsible for the dispensing and consumption of all alcohol at all times even during the organizing and cleaning up of the activity to be held, including the present and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 3 (b) above:

(b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that You have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above

- (c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property (which includes the organizing of and cleaning up of the activity to be held;
- (d) to comply with all Municipal Ordinances as well as state laws relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also agree that where the municipal officer signing this Hold Harmless on Your behalf feels I should provide to You a Certificate of Insurance and proof of existing "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than six (6) weeks before the date of the planned activity. The appropriate municipal officer will check below if this Paragraph is applicable to the activity listed above.

_____ Applicable

_____ Not Applicable

8. I also agree that I am further obligated to reimburse you for all attorney's fees, except fees or such other defense related costs as may be incurred by You to defend yourself against any litigation, claim, suit, demand for subrogation, or other action which may be issued or instituted against You or judgment which may be rendered at My sole cost and expense pursuant to this Hold-Harmless. It is further agreed that You shall have the sole and exclusive right to be defended by counsel of Your own choosing and be entitled to indemnification by me for the costs incurred or You may require Me to defend any such action on your behalf and I shall be responsible to pay all costs for such defense. In the event You shall choose to have Me defend any such action on Your behalf it is agreed that You shall remain the final authority as to all decisions made in connection with the defense of such action and You shall be consulted prior to any such decisions being made.

9. By signing this agreement, I voluntarily and affirmatively state that I understand all the requirements of this Hold-Harmless and Indemnification and that I freely sign this Agreement with the explicit understanding that I hold you Harmless and Indemnify You under all circumstances pursuant to this agreement.

10. LEGAL SIGNATURE:

(a) Individual _____ on behalf of _____
Title: _____ (organization)/ (corporation)

(b) Municipality _____ Title: _____

HILLSIDE PARK HOUSE RENTAL RULES

1. Rental of the Hillside House does not include ANY outdoor space. This is an indoor rental only. The pavilion, park, basketball courts, baseball fields, etc., are not included in your rental and cannot be used. These areas are considered open space and are to be left open for members of the public.
2. No decorations (other than a welcome sign), tables, chairs, etc., are permitted outside of the building. The paved area directly outside of the building is to be left clear for emergency vehicles.
3. At the conclusion of your event, you must sweep floors, wipe down and put tables back in their correct location with chairs placed on top of the tables. You must also take out the garbage.
4. The allowed area for a ceremony to be held is in the grass area, outside, to the right of the Hillside Barn. However, we CANNOT guarantee this space. The Hillside Park grounds are first come, first serve.
5. NO tape, hot glue, etc. is to be used on the windows.
6. Hillside Park House, Barn and Park are NO SMOKING AREAS. If smoking should occur, please ensure that you are an appropriate distance from the Park, House and Barn.
7. There is a strict no parking zone outside the building. This area is to be kept clear for emergency vehicles. If vehicles are parked in this area, the Andover Police Department will issue summons.
8. Clean-up of the facility must take place on the same day, no exceptions. All doors and windows are to be closed and locked. Please ensure that the doors to the refrigerator and freezer are closed as well. All sinks must be free of any food/clogs. Coffee grinds, food, grease, etc., are to be emptied into the garbage cans.
9. All garbage consisting of glass, plastic, and cans (aluminum, metal and tin) must be placed in garbage cans marked for recycling. PLEASE BRING ALL THE GARBAGE AND RECYCLING TO THE DUMPSTERS IN THE LOWER LOT. DO NOT LEAVE GARBAGE OUTSIDE OF THE BUILDING.
10. No outside grills or BBQs are able to be brought in and or/used. No cooking is permitted outside.
11. No open flame/real flame candles allowed. No confetti or glitter type decorations are to be used, no exceptions. If used, it will result in automatic loss of your security deposit. All decorations must be removed at the conclusion of the event. If balloons are left floating in the ceiling area there will be a \$25.00 fee, per balloon, deducted from the return of your security deposit.
12. The key to the House can be obtained from the Police Department Dispatcher's desk. All items in the House become the responsibility of the renter from the time doors are unlocked. Please make sure doors are locked if you should leave the building at any time.
13. A complete inspection will be performed the week following your rental. Upon completion of the inspection, if everything is in order, your security deposit will be returned.

Failure to comply with one or more of any of the above-listed instructions will result in the loss of your security deposit. No exceptions.

RENTER INITIALS: _____

HILLSIDE PARK HOUSE

146 Lake Iliff Road, Newton, NJ 07860

The key to the building is held at the Andover Township Police Headquarters, located at 145 Lake Iliff Road, Newton, NJ 07860.

The Dispatch Desk is open 24 hours a day, 7 days a week, for your convenience. **Please note, you must show the dispatcher your completed and signed (by Township Official) copy of the approved application. If you do not have this application, you will not be given the key. Only the names listed as the renters on the application will be given the key to the building.**

The key will not be given out before 8:00am & must be returned by 2:00am

If for any reason you leave the venue during set up, you must lock the building and return the key to the Police Headquarters for safe keeping. **Please do not leave the building unlocked at any time.**

Capacity is set by the Fire Sub Code at 50 people. Provided are 10 long tables (6 ft. each) and 50 chairs. All tables and chairs must be cleaned off and returned to their original location, if moved.

If additional accommodation for guests is needed, please make arrangements with a rental company for any additional equipment. The additional rental equipment must be removed at the end of the rental, not the next day, no exceptions.

We do not provide supplies such as tableware, silverware, glassware, linens, pots & pans etc. The renter is responsible for bringing all necessary supplies for their event.

We do not provide alcohol, bartenders, caterers, wedding officiants, event planners, etc. There are no backup generators at this facility.

The building offers a large room with a sink, refrigerator and microwave. The kitchen is not intended to be used for heavy cooking and food preparation. There is no dishwasher or ice maker.

PRIOR TO LEAVING THE BUIDLING AFTER YOUR EVENT

1. ALL DECORATIONS ARE REMOVED
2. NO CONFETTI, GLITTER, HAY, STRAW, OR USE OF TAPE PERMITTED ON THE FLOOR
3. ALL GARBAGE AND RECYCLING REMOVED TO DUMPSTERS
4. THERMOSTATS RETURNED TO ORIGINAL SETTINGS
5. PLEASE PUT TABLES AND CHAIRS IN SAME AREAS THAT THEY WERE IN WHEN YOU ACCESSED THE BUILDING FOR THE FIRST TIME
6. WINDOWS CLOSED - DOORS LOCKED - KEYS RETURNED TO POLICE HEADQUARTERS

NOTE: FAILURE TO ADHERE TO THESE REQUIREMENTS WILL RESULT IN LOSING YOUR SECURITY DEPOSIT AS PER YOUR SIGNED CONTACT

RENTER INITIALS: _____

Per Chapter 96 of the Andover Township Code, "Noise"

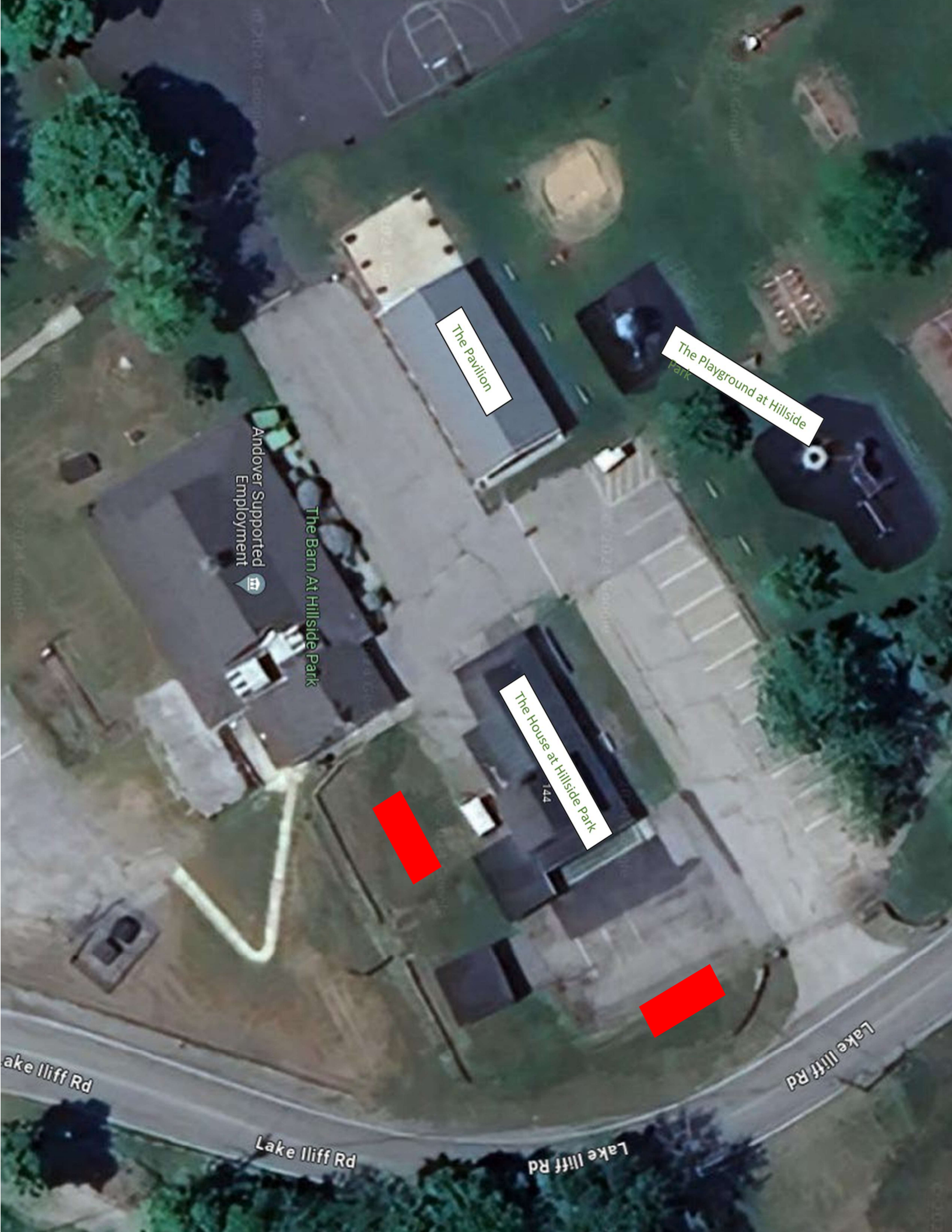
- A. The playing, use or operation of any radio, television, musical instrument, or other machine or device, such as a DJ/MC, for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of neighboring inhabitants or with louder volume than is necessary for convenient hearing for persons who are in the room, vehicle or chamber in which the machine or device is operated and who are voluntary listeners. The operation of such a set, instrument, phonograph, machine, or device between the hours of 11:00 p.m. and 7:00 a.m.
- B. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place, which annoys or disturbs the quiet, comfort or repose of persons in any office, dwelling, hotel, motel or other type of residence or of any persons in the vicinity.

This does not mean your music needs to be turned off at 11:00pm

**Please be sure your band, DJ/MC are aware that the music is to be
at a suitable and respectful level after 11:00pm**

Food Truck Rules & Regulations

- Designated parking for Food Trucks is indicated by the red blocks shown on the map on page 12 of the contract (previous page).
- The designated locations are behind the Hillside House, in the grass area or on the side of the building, in the small parking lot. THESE ARE THE ONLY 2 LOCATIONS THAT FOOD TRUCKS ARE ALLOWED TO PARK. If a Food Truck is parked elsewhere during your event, the Andover Township Police Department will ask to have it moved.
- Only 2 Food Trucks are allowed to occupy the designated areas (shown in red).
- **No more than 2 food trucks per event**
- Food Trucks must apply for a Temporary Food License Application through the Clerk's Office at the Andover Township Municipal Building or online at andovertwp.org under 'FORMS'. The fee for the temporary food license is \$10, paid by the owner of the Food Truck.
- Food trucks must also have a license to operate in Sussex County from the Sussex County Board of Health, before applying for a food license in Andover Township. Please call the Sussex County Board of Health at 973-579-0370 for assistance, or visit, www.sussex.nj.us.
- Failure to obtain both licenses will result in a fine, per Andover Township Ordinance #2021-10.



The Pavilion

The Playground at Hillside Park

Andover Supported Employment

The Barn At Hillside Park

The House at Hillside Park
144

Lake Iliff Rd

Lake Iliff Rd

Lake Iliff Rd

Lake Iliff Rd