Andover Township Municipal Clerk's Office

134 Newton-Sparta Road Newton, NJ 07860 **Phone**973-383-4280, ext. 319

Fax973-383-5039

Email:achoka@andovertwp.org

Dear Applicant,

Enclosed is application related completed before the the and paperwork be use of to Please Hillside Park Barn. fill out the application and Hold Harmless Agreement and above address.

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

The completed application, and hold-harmless agreement, along with cash or a check made payable to "Andover Township" in the amount of \$100.00 must be received and documented no later that 2 weeks from the date of receipt of this letter.

The balance of the rental fee plus the security deposit fee will be due in full 6 (six) weeks prior your rental date. For rentals that do no leave 6 (six) weeks between the date of application and date of rental, your fees will be due immediately upon rental request. Failure to pay in full by the payment due date and provide the completed contract (and C.O.I. if applicable), will result in automatic forfeiture of the event date and the date will be immediately released back to the public. No monies that were already paid to the Township for the rental will be refunded.

Failure to return the signed Security Deposit Voucher within 30 days (including weekends & Holidays) of the date of your event will result in loss of the \$300.00 security deposit

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

APPLICATION: Please fill out completely and return to this office. A copy of the payment schedule containing a signature of a Township Official will be mailed back to you for your records. You will be required to show this copy to the Police Department Dispatch Desk in order to be given the key to the building on the day of your scheduled event.

BULLETIN; GENERAL INFORMATION; HALL RULES AND FEE SCHEDULE:

Review and retain for your records

HOLD HARMLESS AGREEMENT: Review, sign and return.

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

Sincerely,

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: Barn House	Preparation Time:
Number of Guests:	Start Time:
Alcoholic Beverages: Yes No (ALLOWED INSIDE ONLY)	End Time:

*Please note that the picnic, pavilion and park areas are public places; therefore, it is not possible to assure that those areas will be vacant during your event.

Rental of the Barn does not entitle you to exclusive use of these spaces*

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

APPROVED BY	DATE
RENTAL FEE \$	SECURITY DEPOSIT FEE \$

ANDOVER TOWNSHIP

134 NEWTON SPARTA ROAD

NEWTON, NJ 07860

(973) 383-4280 EXT: 319

(973) 383-4280 EXT: 319	
Date:	
Dear Applicant:	
Enclosed is your copy of the approved application for use of the	facilities at Hillside Park Barn.
PLEASE KEEP THIS COPY HANDY AS YOU WILL NEED TO SHOW	IT TO THE POLICE DISPATCHER AT
THE ANDOVER TOWNSHIP POLICE DEPARTMENT IN ORDER TO B	BE GIVEN THE KEY TO THE BUILDING
KEYS WILL BE GIVEN OUT NO EARLIER	THAN 8 AM
At this time, please follow the payment schedule listed below in serbe made out to "Andover Township". Please remember to send sep refundable deposit fee and the security deposit fee	• , , ,
PAYMENT SCHEDULE:	
APPLICANT NAME:	
RENTAL DATE & EVENT:	
RENTAL FEE COST:	
NON-REFUNDABLE FEE:	**SEPARATE CHECK
DENTAL FEE DALANCE DUE.	**CEDED A TE CHECK
RENTAL FEE BALANCE DUE:	SEPERATE CHECK
SECURITY DEPOSIT FEE:	**SEPARATE CHECK
BALANCE OF RENTAL FEE DUE DATE:	
SECURITY DEPOSIT FEE DUE DATE:	
Upon completion of a satisfactory inspection, the security deposit will be retweeks. Failure to return the signed Security Deposit Voucher within 30 days	
date of your event will result in loss of the \$300.00 security deposit.	(including weekends & nondays) of the
SIGNATURE OF RENTER:	DATE:

_____DATE: _____

SIGNATURE OF TOWNSHIP OFFICIAL:

RENTAL FEE SCHEDULE -HILLSIDE PARK BARN

RENTAL FEES

Andover Twp. Residents - \$1,000.00

Andover Twp. Residents - \$1,300.00 for rentals on holiday weekends

Non-residents - \$1,200.00

Non-residents - \$1,500.00 for rentals on holiday weekends

BARN RATES 3 DAY PACKAGE Regular and Holiday Rates:

Resident 3 Day Package: \$2,600.00
Resident Holiday 3 Day Package: \$3,400.00

Non-Resident 3 Day Package: \$3,200.00

Non-Resident Holiday 3 Day Package: \$4,000.00

Township based non-profit youth groups: One (1) No Charge Rental Per Calendar Year, Per Organization. Available rental dates are Monday through Thursday only. Up to three (3) hours.

*Township non-profits: members of boards and committees, members of fire department and rescue squad, Township employees - \$600.00 (limited to 1 rental per applicant per calendar year) or *\$800.00 for rentals on holiday weekends

*Out of town non-profits - \$850.00 or *\$1,000.00 for rentals on holiday weekends

ALL NON-PROFITS ARE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE (COI) LISTING ANDOVER TOWNSHIP AS ADDITIONALLY INSURED, THE CLEANING FEE OF *\$300.00 (subject to change) AND SECURITY DEPOSIT WITH THE COMPLETED RENTAL AGREEMENT PAPERWORK.

Security Deposit Fee: \$300.00

Security Deposit

Upon completion of a satisfactory inspection, the security deposit will be returned to you via check within 4 to 6 weeks. Failure to return the signed Security Deposit Voucher within 30 days (including weekends & Holidays) of the date of your event will result in loss of the \$300.00 security deposit.

HOLD-HARMLESS & INDEMNIFICATION AGREEMENT

DEFINITIONS: 1.

- 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.
- Any reference to "you", "Yours", and "Yourself" shall mean the municipal corporation known as Andover b. Township, its agents, servants, employees, or contractors.

2. **GENERAL INFORMATION**

a. Complete applicable section:
INDIVIDUAL
Name:
Address:
Phone No.:
Work No.:
ORGANIZATION: (if applicable)
Name:
Address:
Phone No.:
CORPORATION: (if applicable)
Person Responsible:
Business Title:
Business Address:
Phone No.:
o. All applicants:
Date:
Site:

HOURS SITE IS TO BE NEL	.m./p.m. to	 _a.m./p.m.
ACTIVITY TO BE HELD (d	escribe in detail)	

- 3. I sign this <u>Hold-Harmless and Indemnification Agreement</u> 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 prudent 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 t reimburse You for all attorney's fees, experts' 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
(organization)
(corporation) Title
(b) Municipality
Title

HILLSIDE PARK BARN RENTAL RULES

- 1. Rental of the Hillside Barn 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 can not 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. No tape, hot glue, etc is to be used on the windows.
- 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 and take out the garbage.
- 4. The designated space for a ceremony to be held is in the grass area to the right of the Hillside Barn.
- 5. The right side of the oven is currently out of service.
- 6. Hillside Park Barn and Hillside Park are *NO SMOKING AREAS*. If smoking should occur, please ensure that you are an appropriate distance from the Park 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, summons will be issued by the Andover Police Department.
- 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., is 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 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 brought in and or/used.
- 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 Barn can be obtained from the Police Department Dispatcher's desk. All items in the Barn 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.

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: Fire Sub Code will not allow for more than 300 people. The Barn is set up for 88 people at all times. There are 11, 5 ft. round tables on the floor with 8 chairs per table. There are 8 additional round tables and 5, 6ft rectangle tables (23 tables total). There is also an additional 97 folding chairs available to bring the total up to 185 chairs. If you use the additional tables and chairs, at the end of the rental, all additional tables and chairs must be put back in the storage area and only the 11 original tables with 8 chairs each should be left on the floor in the original positions over the black circles on the floor.

If accommodation for over 185 guests is needed, please make arrangements with a rental company for 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, extra garbage bags, coffee maker, sponges, dish soap, additional toilet paper, paper towels, 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 two household type refrigerators in the kitchen. There is an eight burner, double oven stove and a microwave. The stove and oven are to be used for keeping food warm and simple food prep. The kitchen is not intended to be used for heavy cooking and food preparation. There is no dishwasher or ice maker. There is, however, a bench freezer for ice storage. There is no refrigeration at the bar.

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

PLEASE PUT TABLES AND CHAIRS IN SAME AREAS THAT THEY WERE IN WHEN YOU ACCESSED THE BUILDING FOR THE FIRST TIME

WINDOWS CLOSED - DOORS LOCKED - KEYS RETURNED TO POLICE HEADQUARTERS

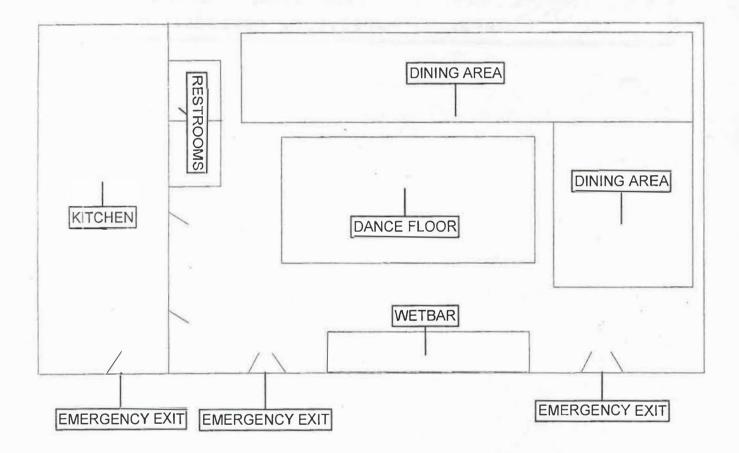
Per Chapter 96 of the Andover Township Code, "Noise"

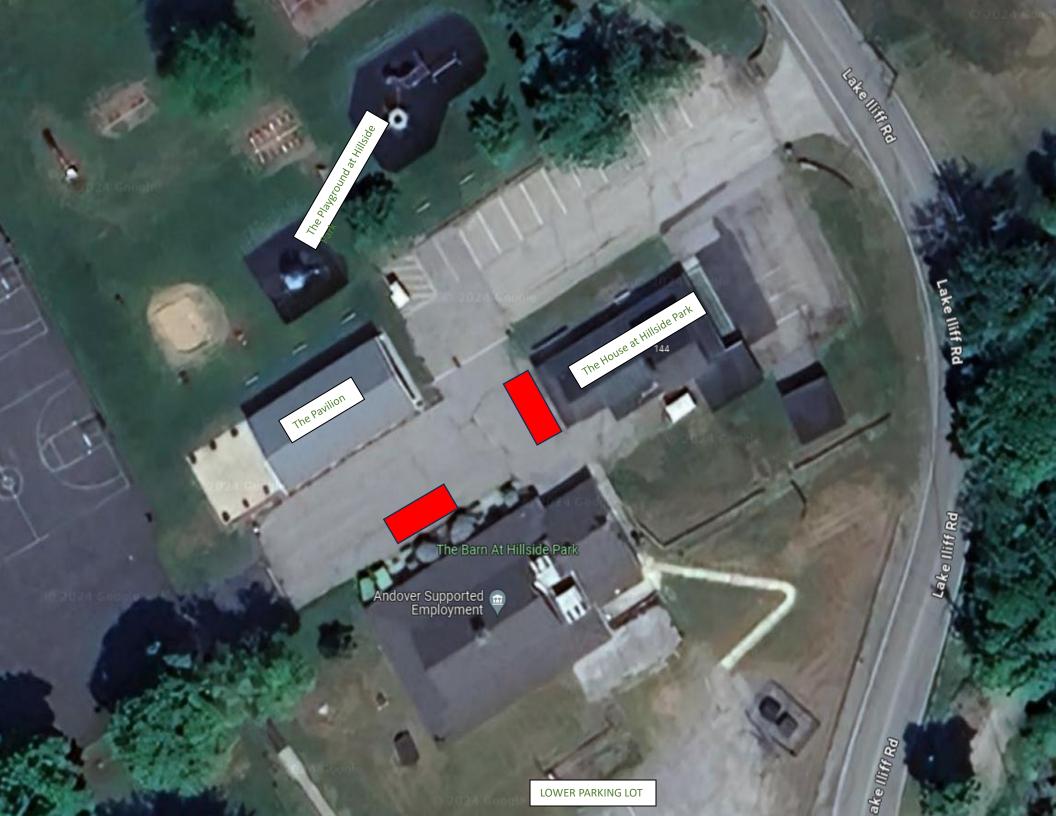
A. The playing, use or operation of any radio, television, musical instrument, or other machine or device, such as a DJ/MC, for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of neighboring inhabitants or with louder volume than is necessary for convenient 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, 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 and or MC are aware that the music is to be at a suitable and respectful level after 11:00 p.m.





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 between both sets of doors on the side of the Barn and on the side of the House that faces the Basketball Courts. 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 rental 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. Please contact Ann at 973-383-4280 and select option 2 or follow the prompt for Hillside House & Barn Rentals, with any questions
- <u>Food Trucks must also have a License from the Sussex County Board of</u>

 <u>Health to operate in Andover Township. Please call the Sussex County Board of Health at 973-579-0370 for assistance or visit www.sussex.nj.us</u>
- Failure to obtain both licenses will result in a fine, per Andover Townships Ordinance #2021-10