Andover Township Municipal Clerk's Office

134 Newton-Sparta Road Newton, NJ 07860 **Phone**: 973-383-4280, ext. 319 **Fax**: 973-383-5039

Email: achoka@andovertwp.org

Dear Applicant,

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

A \$100.00 non-refundable fee, per day rented, needs to be submitted with your paperwork to hold the date for your eventThe non-refundable fee will be deducted from your total rental fee 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 in this office no later than 2 weeks from the date 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 rental will result in the 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 at the Police Department Dispatch Desk in order to be given the key to the building.

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 YOUARENOLONGERINTERESTED IN RENTING THE HALL
PLEASENOTIFY US IMMEDIATELY

Sincerely, Andover Township Clerk's Office

HILLSIDE PARK HOUSE

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:
will be vacant a	lic places; therefore, it is not possible to assure that those areas luring your event. • you to exclusive use of these spaces*
ALL EVENTS/ACTIVITIES	MUST CONCLUDE BY 2 AM
ALCOHOLIC BEVERAGES MUST	BE KEPT INSIDE THE BUILDINGS
THERE IS LIMITED PARKING ON THE UPPER	LEVEL, PLEASE USE THE LOWER PARKING LOT
**There is no parking allowed directly in front of the buildin emergency vehicles. Any vehicles parked in this ares will be iss	g in the 'No Parking' Zone. This are is to remain accessible for sued a summons by the Andover Township Police Department*:
THE TOWNSHIP IS NOT RESPONSIBLE FOR ARTICLE	ES LOST OR LEFT IN THE PARK OR OTHER BUILDINGS
ALL FACILITIES ARE TO BE	E USED AT YOUR OWN RISK
ADDROVED BY	DATE
APPROVED BY	
RENTAL FEE \$ SECURITY	T DEPUSIT FEE \$

HILLSIDE PARK HOUSE

ANDOVER TOWNSHIP 134 NEWTON PARTS ROAD NEWTON, NJ 07860 (973) 383-4280 EXT: 319

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Date:
Dear Applicant:
Enclosed is your copy of the approved application for use of the Hillside Park House

PLEASE KEEP THIS COPY HANDY AS YOU WILL NEED TO SHOW IT TO THE ANDOVER TOWNSHIP POLICE DEPARTMENT IN ORDER TO BE GIVEN THE KEY TO THE BUILDING **KEYS WILL BE GIVEN OUT NO EARLIER THAN 8AM**

At this time, please follow the payment schedule listed below in sending in your payments. Your checks should be made out to "Andover Township". Please remember to send separate checks to cover the initial

non-refundable deposit fee and the security deposit fee. **PAYMENT SCHEDULE:** APPLICANT NAME. RENTAL FEE COST: NON-REFUNDABLE FEE: _____**SEPARATE CHECK BALANCE DUE RENTAL FEE: _____**SEPARATE CHECK SECURITY DEPOSIT FEE: _____**SEPARATE CHECK BALANCE OF RENTAL FEE DUE DATE: 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. SIGNATURE OF RENTER: DATE: SIGNATURE OF TOWNSHIP OFFICIAL: _____DATE: ____DATE: ____

RENTAL FEE SCHEDULE - HILLSIDE PARK HOUSE

RENTAL FEES

Andover Twp. Residents- \$300.00

Andover Twp. Residents- \$400.00 for rentals on holiday weekends.

Non-residents- \$400.00

Non-residents- \$550.00 for rentals on holiday weekends.

Residents: 3 Day House Rental - \$700.00 Non-Residents: 3 Day House Rental - \$900.00

Resident HOLIDAY: 3 Day House Rental- \$ 900.00 Non-Resident HOLIDAY: 3 Day House Rental - \$ 1,300.00

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 members of boards and committees, members of the fire department and rescue squad, Township employees- \$150.00 (limited to one (1) rental per calendar year) or \$250.00 for rentals on holiday weekends

*Out of town non-profits- \$300.00 or *\$500.00 for rentals on holiday weekends.

ALL NON-PROFITS ARE REQUIRED TO SUBMIT A CERT/FICA TE OF INSURANCE (C.O.I) LISTING ANDOVER TOWNSHIP AS ADDITIONALLY INSURED, THE CLEANING FEE OF\$100.00 (subject to change) AND SECURITY DEPOSIT WITH THE COMPLETED RENTAL AGREEMENT PAPERWORK NO LATER THAN 6 WEEKS BEFORE THE EVENT.

Security Deposit

Upon completion of a satisfactory inspection, the security deposit will be returned to you via check, within 4 to 6 weeks. Failureto 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

1. **DEFINITIONS:**

- 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.:
b. All applicants:
Date:
Site:

a.m./p.m.

- 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)	
Title(corporation)	
(b) Municipality	
Title	

HILLSIDE PARK HOUSE RENTAL RULES

146 Lake Iliff Road, Newton, NJ 07860

- -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 can not be used. These areas are considered open space and are to be left open for members of the public.
- -No cooking or grilling is to take place outside.
- -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.
- -At the conclusion of your event, you must sweep floors, wipe down and put tables back in their correct location and take out the garbage.
- -No open flame/real flame candles allowed.
- -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.
- -Total square feet excluding the kitchen, 3,750 sq ft (50' X 75')."Dance Floor Area" 750 sq ft (30' X 25')
- -The Hillside House and Hillside Park are NO SMOKING AREAS. If smoking should occur, please ensure that you are an appropriate distance from the Park and House.
- -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 (signed by recreation committee) 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 KEYS WILL NOT BE GIVEN OUT ANY EARLIER THAN 8:00AM AND MUST BE RETURNED BY 2:00AM AT THE CONCLUSION OF YOUR EVENT.
- -All items in the Hall 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. Please do not leave the building unlocked at any time.

The building offers a large room with a sink, refrigerator and microwave. We do not provide supplies (tableware, glassware, linens, coffee maker, dish soap, sponges, etc.).

The building is heated and air conditioned. You are allowed to decorate the room but all decorations must be taken down prior to leaving the building at the end of the rental.

All events must be concluded by 2:00 AM. Any clean up is to take place before the conclusion of your even, not the next day or after 2:00am.

All garbage & recycling must be emptied. There are dumpsters located in the lower parking lot to deposit accordingly.

Any issues or emergencies may be reported to the Police Department located across the road from building.

- -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.
- -CLEAN UP MUST TAKE PLACE BEFORE LEAVING THE BARN ON THE RENTAL DATE, NOT THE NEXT DAY.
- -All doors and windows are to be closed and locked and all lights are to be turned off. 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.
- -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.
- -All tables and chairs must be wiped down and replaced to their original locations. Chairs are to be put on top of the tables.
- -NO CONFETTI OR GLITTER TYPE DECORATIONS ALLOWED, NO EXCEPTIONS. REMOVE ALL DECORATIONS AFTER AFFAIR. BALLOONS THAT ARE FLOATING FREE IN CEILING AREA ARE A DANGER TO THE EXHAUST SYSTEM, AIR CONDITIONING AND HEATING SYSTEMS. THERE WILL BE A\$25.00 FEE, PER BALLOON IF LEFT BEHIND AND AUTOMATIC LOSS OF SECURITY DEPOSIT IF GLITTER/CONFETTI IS USED.
- -No tape, hot glue, etc is to be used on the windows.
- -No outside grills or BBQs are able to brought in and or/used
- -Any accidents or emergencies may be reported to the Police Department located across the road.

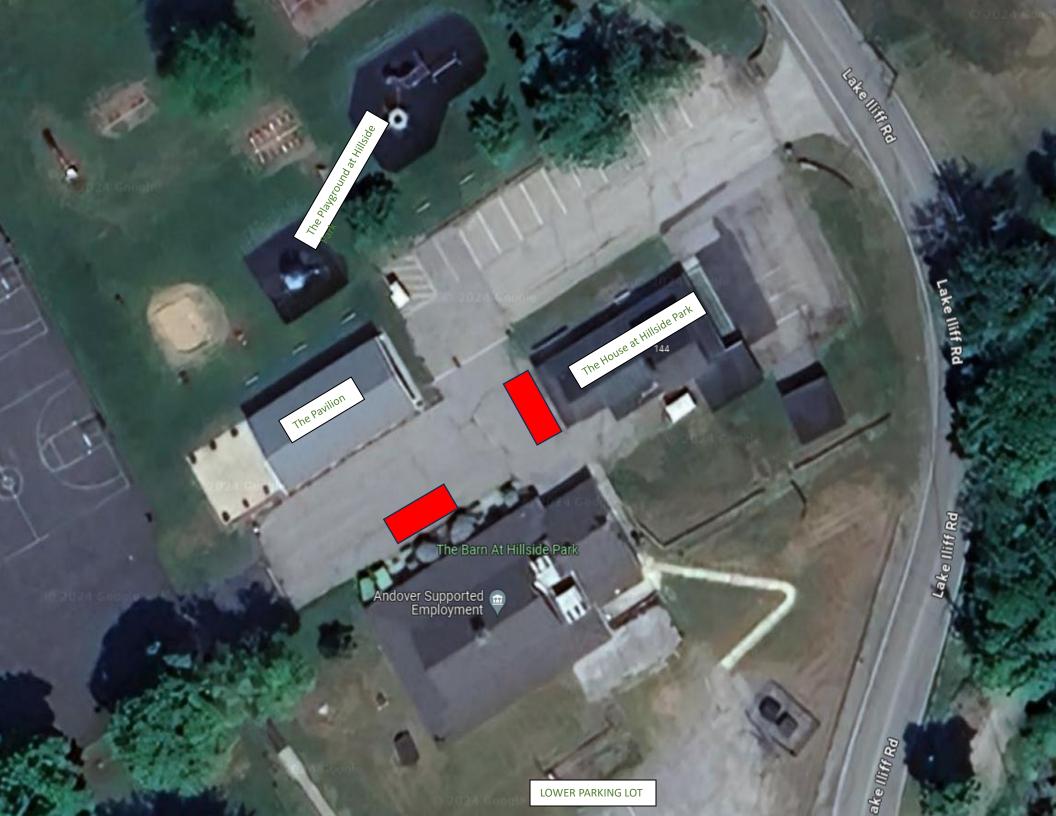
A complete inspection will be performed the week following your rental. Upon completion of the inspection, if everything is in order, your security deposit will be returned. Failure to comply with one or more of any of the above listed instructions will result in the loss of your security deposit. NO EXCEPTIONS.

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>
- <u>Failure to obtain both licenses will result in a fine, per Andover Townships</u>
 <u>Ordinance #2021-10</u>