

**TOWN OF SECAUCUS  
DEPARTMENT OF RECREATION  
FACILITY RENTAL AGREEMENT**



This Rental Agreement, dated \_\_\_\_\_, 20\_\_ by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: \_\_\_\_\_

Organization, if applicable: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

**1. FACILITY.** The Town agrees to rent \_\_\_\_\_ located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

**2. DATE and TERM.** The Facility will be used by the Renter for the following Rental Period(s):

\_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

\_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

\_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

**3. EVENT.** Renter will use the Facility for the following event:

Name of Event: \_\_\_\_\_

Type of Event: (Please describe the type of event, name of entertainment/vendors, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Number of Attendees: \_\_\_\_\_

**4. RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$\_\_\_\_\_ All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check, money order or credit card. Renter will be assessed twenty dollars (\$20.00) for any returned checks. If the Renter is entitled to a refund, payments in the form of a personal check, certified bank check or cashier's check will be returned in the form of a refund check in 4 to 6 weeks.

**\*For Ice Rink Party/Birthday Party Rentals:** Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

**5. OBLIGATIONS OF RENTER.** The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

**6. OCCUPANCY.** Occupancy of the Facility will be limited to \_\_\_\_\_ persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy above the represented number of attendees by Renter.

**7. SMOKING.** Smoking is prohibited at all Facilities.

**8. INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Secaucus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event.

**9. INDEMNIFICATION AND HOLD HARMLESS.** Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis.

**10. ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.

**11. CANCELLATION.** The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

**12. RIGHT OF ENTRY AND TERMINATION.** The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of renter)

Contact Person and Number on Day of Event  
in case of emergency, closure, etc.

\_\_\_\_\_ Phone: \_\_\_\_\_

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**INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE**

<b>Date of Payment:</b>	<b>Amount of Payment Received:</b>	<b>Payment Method:</b>	<b>Staff Member Accepting Payment:</b>
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>	<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card	

**Notes:**


**TOWN OF SECAUCUS  
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**POLICIES FOR FACILITY RENTALS**

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
  - Open flame or flame producing devices and cooking equipment are permitted at Kane Stadium and Schmidt's Woods with a Fire Permit.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.