

# TOWN OF NEWTON RULES FOR USE OF PUBLIC RECREATION AREAS

(Park rules are governed by Code of the Town of Newton Chapter 200)

### I. APPLICATION PROCEDURES

- a. An application for the permit use of Memory Park, Pine Street Park, New Hampshire Park or Summit Avenue Park should be submitted at least 30 days before the event. Application forms are available by visiting <a href="newtontownhall.com/parkuse">newtontownhall.com/parkuse</a> Applicants are responsible for paying all necessary application fees and park use fees.
- b. In case of conflict in requests for use of facilities, the following will be considered: filing date of application; residency of group (local groups will have preference); purpose of group or organization.
- c. When the request is for a series of events, a schedule of dates must be filed with said request.
- d. If a rain date is desired, it must be set forth in the application.

### II. RULES FOR USE OF FACILITIES (in addition to Newton Code Chapter 200)

- a. The speed limits on park roads, way, lots and drives shall be 15 miles per hour.
- b. Swimming is permitted in the Newton Public Pool upon payment of the proper fee, and at such times and under such conditions as regulated by ordinance and the appropriate municipal officials.
- c. Solicit alms or contributions for any purpose, whether public or private, without permission of the Advisory Recreation Commission is prohibited.
- d. No alcoholic beverages are permitted in any of the Newton parks. Permission to have alcoholic beverages for special events must be approved by the Newton Town Council 30 days prior to the special event.
- e. Unless attending a scheduled event, no person shall be permitted in Memory Park, Pine Street Park, New Hampshire Park or Summit Avenue Park between sunset and sunrise.
- f. Groups granted permission to use facilities shall have use of assigned areas only. Officials responsible for scheduling events at any park may, at times, find it necessary to move a group from an assigned area to another suitable area.
- g. Fires are permitted only in grills, limited to charcoal, and must be fully extinguished before leaving the area.
- h. Use of fields or facilities during inclement weather may be prohibited by Town of Newton personnel.
- i. When permits are issued, Newton parks are under the supervision of the Newton Police Department and the Recreation Department.
- j. Hours of operation for all Town of Newton parks are 6:00 am to 10:00 pm.



## **WELCOME TO NEWTON PARKS**

(Memory Park, Pine Street Park, New Hampshire Park or Summit Avenue Park)

Park rules are governed by the Code of The Town of Newton, Chapter 200.

Park hours: 6:00 am – 10:00 pm.

Applications are available online by visiting <a href="newtontownhall.com/parkuse">newtontownhall.com/parkuse</a>
If you do not have printer or internet access, applications can be made available for you in the Recreation Office, on the Ground Floor of the Newton Municipal Building, 39 Trinity Street.

To schedule an appointment call 973-383-3521 Ext. 231

Alcoholic beverages are prohibited.
Vending or solicitation is prohibited.
Driving or parking on grass is prohibited.
Flying model airplanes is prohibited.
Golf playing is prohibited.

All field use by permit only.

Fires in grills only – must be fully extinguished before leaving. Pet(s) must be on leash and any litter must be cleaned up by owner.

Please help to keep the park clean – use litter and recycling cans.

The Recreation Department and the Newton Police will enforce these rules.



## Park Use Fees

- 1. Park/Field Use Fees will be waived for residents of the Town of Newton, Newton High School and for youth athletic teams based within the Town of Newton.
- 2. Not-for-Profit Groups (daily):

Α.	Half Day Rate: (up to 4 hours)	\$ 50.00
В.	Full Day Rate: (4 hours or more)	\$100.00

- 3. All Other Groups (daily)
- A. Half Day Rate: (up to 4 hours) \$ 75.00 B. Full Day Rate: (4 hours or more) \$150.00
- 4. \$75.00 per game for use of our athletic fields or basketball courts.
- 5. \$50.00 per practice for use of our athletic fields or basketball courts.
- 6. \$25.00 per hour for use of the lights for the basketball, baseball or multi-purpose field.
- 7. A deposit of \$50.00 will be required from all groups based outside the Town of Newton (this deposit is payable by check and will be returned to the organization provided there is no damage to the facility).

Payment of the above fees shall be due upon approval of the application for park use.

Method of payment can either be in the form of cash or check.

\*\*All field use fees are non-refundable\*\*



### APPLICATION FOR THE USE OF TOWN OF NEWTON PARK FACILITIES

Date:						
Name of Organization:						
Address:						
Type of Organization:						
	(Fraternal, Social, Edu	ication)				
Name of person responsible for this use:_						
Home Phone:	Work/Cell:					
Park requested: ( ) Memory Park ( ) New Hampshire Park		( ) Summit Avenue Park				
Facility desired for:						
Estimated no. of	(Type of Activity)					
people involved: Participants:	Spectators:_					
Date(s) requested for use:	Time:					
Request use of:						
<ul><li>( ) Little League Field A</li><li>( ) Little League Field B</li><li>( ) Little League Field C</li><li>( ) Babe Ruth Field</li></ul>	<ul><li>( ) Football Field</li><li>( ) Soccer Field</li><li>( ) Basketball courts</li><li>( ) Picnic Area</li></ul>	<ul><li>( ) Softball Field (A)</li><li>( ) Softball Field (B)</li><li>( ) Trudgeon Field</li></ul>				

#### Insurance:

The Organization shall keep in full force and affect the following insurance and provide to the Town of Newton prior to the use of facility (ies) a certificate of insurance:

- 1. Comprehensive General Liability Coverage: Minimum Limits of \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Coverage is to include Athletic participation
- 2. Medical Payments: \$10,000
- 3. Sexual Abuse and Molestation Coverage: Minimum limit: \$1,000,000
- 4. Non-Owned and Hired Automobile Liability Coverage: Minimum Limit of \$1,000,000
- 5. Workers Compensation: If applicable, NJ statutory benefits

#### ORGANIZED ACTIVITIES FOR YOUTH UNDER 18 YEARS OF AGE

All organizations and individuals using Newton public recreation facilities for organized activities for youth (under 18 years of age) must:

Provide proof of completion of background checks for all employees and volunteers.

This requirement does not apply to public and non-public schools utilizing employees who have been previously subject to background checks.

Individual/Organization Represent	ative signature		Date
Permission is (granted) (denied) for	r the use of the facility (ies) as	indicated above.	
Newton Recreation Supervisor			Date
COMMENTS:			
For Town of Newton Spor	ts groups only:		
By submitting this application, the games, or sporting event the provat the conclusion of said sporting Storage Unit. The AED unit will be responsible for the condition of the of the organization in which it is organization to lose their privile	vided AED unit and attached g event. This equipment is to e provided to the Newton Ee AED while it is in their care. As assigned to. Failure to con	bag. The unit is to be removed as be placed inside the provided was assed sports leagues only. The leading the same as a sport of the unit will be the apply with this addendum will carrier.	nd re-secured white box/AEC eague will be e responsibilit use the spor
organizations said Executive Board competitions. To schedule an AEL	d. <mark>AED Units must be picked</mark> D unit pick up or drop off ap	up prior to the start of the season pointment, contact 973-383-3521	<mark>i, practices o</mark> Ext. 231. Unit
must be picked up and returned Municipal Building, 39 Trinity Street upon return of same. Any issues skaylani@newtontownhall.com or	<mark>t. Each AED unit must be sign</mark> or questions are to be direct	ed out upon pick up and signed	<mark>in as returned</mark>
**Travel sports will be responsible t		nt.	
Individual/Organization Represent	ative		Date
Newton Recreation Supervisor			Date
I have received an AED UNIT- Indiv	vidual/Organization Rep.		Date
Returned/Initials Date	Condition- P, F, Svc. Code	Recreation Department Rep.	Date

### RELEASE AND WAIVER OF LIABILITY

We(referred to as	User, Us, Our or We)
(User's name)	eser, es, ear or wey
of(Name of group)	
have read the rules and regulations of the Newton Recreation Compactifies, and agree to abide by them. At the conclusion of each actification has been granted to Us, We shall notify the Newton Recreation facilities that are required.	ivity for which permission to use the Newton Park
We waive, release and forever discharge the Newton Recreation Conemployees, officers, directors, members, agents, (collectively referred from any and all liability, causes of action, claims or demands, arisin limited to personal injury, death and/or property damage, as a result release and forever discharge Newton from any loss or damage to any office of the facilities. The obligations under this waiver shall survit the applicable statute of limitation period and shall not be limited by Town of Newton's insurance does not apply to Our use of the Newton amed as an additional insured to any insurance contract to which this a	to as "Newton") and each and every one of them ag in law or equity, of any kind, including but not to of Our use of Newton Park Facilities. We also materials and/or equipment used in connection with twe any expiration or termination of this waiver for any insurance coverage. We understand that the on Park Facilities. The Town of Newton shall be
We shall indemnify, defend with counsel of Newton's choice, and he demands, liabilities, losses, damages, penalties, and cost, foreseen or un other professional or expert fees, which Newton may incur, including claim employees, agents members, guests, or invitees resulting directly or omissions. Our obligation shall include payment of Newton's legal fees a be incurred in enforcing this Agreement. Our obligations under this parathis Agreement for the applicable statute of limitations period and shall not	inforeseen, including without limitation counsel, and ims by Us or any of Our members, officers, directors, indirectly, wholly or partially from any actions or and costs, including any legal fees and costs that may agraph shall survive any expiration or termination of
The Undersigned acknowledges that although the Town of Newton wi issued by the CDC, and OSHA, there is still a risk that the Undersigned COVID-19, including from places organization members or guest(s) visit The Undersigned, on behalf of him/herself, organization, staff, agents, harmless and release the Town and its employees, Town Manager, members, volunteers, and agents from any and all liability related to a limited to damages, liability, claims, and/or costs, including medial costs and the costs are considered to the costs of th	ed or any member of the organization may contract toutside the perimeter of the Town of Newton Parks, and minors, I agree to hold the Town of Newton Council Members, officers, directors, supervisors, my potential COVID-19 exposure, including but not
We represent that the person signing this agreement is authorized to do the laws of the State of New Jersey and is binding upon, and inures to theirs, executors, administrators, personal and legal representatives, such this Agreement shall be considered severable; and if, for any reason, as be invalid and contrary to any existing or future law, such invalidity shall executed simultaneous their shall be deemed an original, and all of which shall constitute one and the	the benefit of, the parties hereto and their respective occessors, and permitted assigns. Each provision of any provision or provisions herein are determined to all not impair the operation of those portions of the neously in two or more counterparts each of which
User's signature	
Town Manager / Designee signature  Date:	
Town Manager / Designee signature	