



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 newtontownhall.com/parkuse
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 newtontownhall.com/parkuse
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):
 - A. Half Day Rate: (up to 4 hours) \$ 50.00
 - B. 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, Education)

Name of person responsible for this use: _____

Home Phone: _____ Work/Cell: _____

Park requested: () Memory Park () Pine Street Park () Summit Avenue Park
() New Hampshire Park () Town Pool

Facility desired for: _____
(Type of Activity)

Estimated no. of
people involved: Participants: _____ Spectators: _____

Date(s) requested for use: _____ Time: _____
Request use of:

() Little League Field A	() Football Field	() Softball Field (A)
() Little League Field B	() Soccer Field	() Softball Field (B)
() Little League Field C	() Basketball courts	() Upper Soccer Field
() Babe Ruth Field	() Picnic Area	

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 Representative signature

Date

Permission is (granted) (denied) for the use of the facility (ies) as indicated above.

Newton Recreation Supervisor

Date

COMMENTS: _____

For Town of Newton Sports groups only:

By submitting this application, the individual/organization representative agrees to provide during practices, games, or sporting event the provided AED unit and attached bag. The unit is to be removed and re-secured at the conclusion of said sporting event. This equipment is to be placed inside the provided white box/AED Storage Unit. The AED unit will be provided to the Newton Based sports leagues **only**. The league will be responsible for the condition of the AED while it is in their care. Any damage to the unit will be the responsibility of the organization in which it is assigned to. Failure to comply with this addendum will cause the sport organization to lose their privileges inside the Newton Park Facilities until a meeting is held with that organizations said Executive Board.

AED Units must be picked up prior to the start of the season, practices or competitions. To schedule an AED unit pick up or drop off appointment, contact 973-383-3521 Ext. 231. Units must be picked up and returned to the Recreation Office, located on the Ground Floor of the Newton Municipal Building, 39 Trinity Street. Each AED unit must be signed out upon pick up and signed in as returned upon return of same. Any issues or questions are to be directed to the Recreation Supervisor, Danielle Finkle dfinkle@newtontownhall.com or 973-459-0157.

****Travel sports will be responsible to provide their own equipment.**

Individual/Organization Representative

Date

Newton Recreation Supervisor

Date

I have received an AED UNIT- Individual/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)

of _____
(Name of group)

have read the rules and regulations of the Newton Recreation Commission pertaining to the use of the Newton Park Facilities, and agree to abide by them. At the conclusion of each activity for which permission to use the Newton Park Facilities has been granted to Us, We shall notify the Newton Recreation Supervisor, in writing, of any repairs to any facilities that are required.

We waive, release and forever discharge the Newton Recreation Commission and the Town of Newton ("Newton") its employees, officers, directors, members, agents, (collectively referred to as "Newton") and each and every one of them from any and all liability, causes of action, claims or demands, arising in law or equity, of any kind, including but not limited to personal injury, death and/or property damage, as a result of Our use of Newton Park Facilities. We also release and forever discharge Newton from any loss or damage to any materials and/or equipment used in connection with Our use of the facilities. The obligations under this waiver shall survive any expiration or termination of this waiver for the applicable statute of limitation period and shall not be limited by any insurance coverage. We understand that the Town of Newton's insurance does not apply to Our use of the Newton Park Facilities. The Town of Newton shall be named as an additional insured to any insurance contract to which this application applies.

We shall indemnify, defend with counsel of Newton's choice, and hold harmless Newton, from and against all claims, demands, liabilities, losses, damages, penalties, and cost, foreseen or unforeseen, including without limitation counsel, and other professional or expert fees, which Newton may incur, including claims by Us or any of Our members, officers, directors, employees, agents members, guests, or invitees resulting directly or indirectly, wholly or partially from any actions or omissions. Our obligation shall include payment of Newton's legal fees and costs, including any legal fees and costs that may be incurred in enforcing this Agreement. Our obligations under this paragraph shall survive any expiration or termination of this Agreement for the applicable statute of limitations period and shall not be limited by any insurance coverage.

The Undersigned acknowledges that although the Town of Newton will follow all COVID-19 guidelines, including those issued by the CDC, there is still a risk that the Undersigned or any member of the organization may contract COVID-19, including from places organization members or guest(s) visit outside the perimeter of the Town of Newton Parks. The Undersigned, on behalf of him/herself, organization, staff, agents, and minors, I agree to hold the Town of Newton harmless and release the Town and its employees, Town Manager, Council Members, officers, directors, supervisors, members, volunteers, and agents from any and all liability related to any potential COVID-19 exposure, including but not limited to damages, liability, claims, and/or costs, including medial costs and attorneys' fees.

We represent that the person signing this agreement is authorized to do so on Our behalf. This Agreement is governed by the laws of the State of New Jersey and is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of those portions of the Agreement which are valid. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which shall constitute one and the same document.

User's signature Date: _____

Town Manager / Designee signature Date: _____