

***Mendham Township Recreation  
Sports Leagues - Field Use Request Application***

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**Mendham Township Facilities**

Ralston Baseball	Wysong Baseball	Brookside Beach
Ralston Upper All Purpose	Wysong Soccer	Brookside Picnic Grove
Ralston Lower All Purpose	Wysong Playground	
Mosle Baseball	Brookside Upper Baseball	Mt. Pleasant Baseball
Mosle Multi-Purpose	Brookside Lower Baseball	Mt. Pleasant Tennis
Mosle Running Track		India Brook Soccer
	Meadowbrook Park	

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**Facility Allocation, Use, and Maintenance.**

- A. Facility use will be allocated to the various sports programs in accordance with policies established by the Recreation Director, with the advice and consent of the Township Administrator and the Recreation Advisory Committee.
- B. Use of Township facilities shall occur only after all required paperwork has been submitted to the Recreation Director. The required paperwork includes but is not limited to coach information, verification of coach training, criminal history record background checks, player information, and proof that the Code of Conduct has been distributed and enacted by every person involved.
- C. After each practice or event, the user must return the facility in a satisfactory condition, free of debris, rubbish and equipment, and shall observe all Township ordinances, regulations, rules and guidelines.

**Facility Use Fees.**

All industrial, commercial and retail establishments or groups desiring to use a public park or playground of the Township of Mendham shall pay the following fees:

- A. Mendham Township industrial, commercial, retail establishments or groups located in Mendham Township using a facility or sponsoring a team shall pay a user fee of \$10 per child participating in the program or 10% of the registration fee, whichever is lesser.
- B. Preference shall be accorded to Mendham Township users. Non-Mendham-Township industrial, commercial, retail establishments or groups using a facility or sponsoring a team shall pay a user fee of \$20 per child participating in the program or 20% of the registration fee, whichever is lesser.
- C. Bonafide charitable and non-profit organizations will be allowed time on an availability basis as scheduled by the Recreation Director, free of charge.
- D. Individual Mendham Township residents may reserve a facility at a Township park for a single-day family event up to 50 people for a fee established by the Recreation Director after review and approval by the Township Recreation Advisory Committee and Township Administrator.

Name of Person completing application: \_\_\_\_\_

Cell Phone \_\_\_\_\_ (Email) \_\_\_\_\_

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

Name of Organization: \_\_\_\_\_

Cell Phone \_\_\_\_\_ (Email) \_\_\_\_\_

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

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**BROOKSIDE BEACH COST:**

***For PRIVATE parties where the beach is closed to the general public***

Brookside Beach may be rented by members of the beach for an initial charge of \$300 and non-members for \$350 plus \$15.00/hour for each lifeguard required. Lifeguards will be required regardless of water usage. One lifeguard will be required when no swimming is requested. A minimum of two lifeguards will be required for parties where swimming is requested. An additional lifeguard will be required for every 30 guests.

***For TABLE RENTALS when the beach is open to the general public***

This allows for the use of all Beach amenities and access to the snack stand's refrigerator and freezer. To reserve the tables during normal opening hours - cost is \$25 plus the daily cost per guest.

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Requested Facility 1: \_\_\_\_\_

Season:                      Fall                      Winter                      Spring                      Summer

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Day	Time	Game/Practice
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Requested Facility 2: \_\_\_\_\_

Season:                      Fall                      Winter                      Spring                      Summer

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Day	Time	Game/Practice
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Requested Facility 3: \_\_\_\_\_

Season:                      Fall                      Winter                      Spring                      Summer

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Day	Time	Game/Practice
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Detailed description of planned use of property: e.g. tables, bandstand, demonstrations, etc.

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Estimated attendance: \_\_\_\_\_

Date(s): \_\_\_\_\_

Hours of event: \_\_\_\_\_

**About your Program:**

Approximate Age Range: \_\_\_\_\_

What percent of participants reside in the Township: \_\_\_\_\_

ALL Fees you charge: \_\_\_\_\_

*For all coaches, officials, trainers, counselors:*

Are they fingerprinted?	Yes	No
Do you complete a background check	Yes	No
Do they hold Rutgers Safety Coach Certification	Yes	No
Have they completed CDC Concussion Training?	Yes	No

The Township of Mendham requires that all employees and volunteers of youth-serving organizations involved in sponsored programs and/or utilizing the Township's recreational facilities request through the Mendham Township Department of Recreation that a criminal history background check on each prospective and current coach of nonprofit youth-serving organizations be performed. No person will be permitted to act as an employee or volunteer until the results of the background checks have been received and reviewed by the Administrator of the Township or his designee. Said background check will be in accordance with:

- A. The State Bureau of Identification, in accordance with N.J.A.C. 13:59-1.1 et seq. and with the procedures and guidelines adopted by the VRO; or
- B. An agency approved by the Township Police Chief which conducts an internet-based search of relevant databases which would indicate all criminal history for an individual comparable to the information obtained from the State Bureau of Identification.

**No organization shall be permitted to use the field until background checks have been submitted for each team participating. Additionally, we require team names with all coaches listed to be on file with the recreation department.**

**Maintenance Schedule Requests:**

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**On behalf of the organization listed above, we agree to abide uphold the Mendham Township Code of Conduct and distribute to all players.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of the organization listed above, we agree to abide by the Mendham Township Rules and regulations.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Mendham Township Recreation Director Approval**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

1. "I/we me/my" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_

OR ORGANIZATION: Name: \_\_\_\_\_

OR CORPORATION: Name: \_\_\_\_\_

2. "You/Your" shall mean the municipal corporation known as the Township of Mendham, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date \_\_\_\_\_

Site \_\_\_\_\_

Hours site is needed \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

Activity to be held (describe in detail)

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4. **HOLD HARMLESS CLAUSE:** I sign this Hold Harmless as my Voluntary act and by this Act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.
5. **ALCOHOL CONSUMPTION:** I state that the activity listed above **WILL / WILL NOT (circle one)** include the consumption of alcoholic beverages but should any person described in paragraph 4 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 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 the use of the site listed above:
1. a) that I am solely responsible for the dispensing and consumption of alcohol, 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 4 above;
  2. 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 in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above.
  3. 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.
  4. d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. **PROOF OF INSURANCE:** 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 "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance. **If alcohol should be provided I will also provide Liquor Liability Insurance.**

**In the event said Certificate of Insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.**

(Applicable to Corporations Only)

I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold Harmless.

8. **LEGAL SIGNATURE**

(a) Individual \_\_\_\_\_

OR (b) Individual \_\_\_\_\_ on behalf  
of \_\_\_\_\_ (organization)

OR (c) Individual \_\_\_\_\_ Title \_\_\_\_\_ on behalf  
of \_\_\_\_\_ (corporation)

Address of Individual, Organization or  
Corporation: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell \_\_\_\_\_

Signature of Person on behalf of the Township of Mendham, Recreation Department.

\_\_\_\_\_

(Signature)

(Title) \_\_\_\_\_

## EXPLANATION OF HOLD HARMLESS AGREEMENT

"I" or "me" shall mean the individual, organization, or corporation set forth below.

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the City of Summit whole from any claim, lawsuit, settlement, or judgment, including all attorneys' fees, together with all costs, fees, and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the activity to be held.

If alcohol consumption is permitted, then I will comply with Paragraphs 6(a), 6(b), 6(c) and 6(d) of the Hold Harmless Agreement which places the sole responsibility for any claim or lawsuit wholly upon me.

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

Title: \_\_\_\_\_ Dated: \_\_\_\_\_

## **Mendham Township Recreation Code of Conduct**

**The following activities are prohibited in any township operated recreation program or on any township owned park recreation facility:**

- 1. Fights, scuffles, aggressive verbal arguments, and threats.** Initiating a fight, scuffle, aggressive verbal argument or any type of physical altercation or abuse or threats of abuse, towards any participant, parent, guest, spectator, coach or official.
- 2. Interference with recreational activities.** Interfering with recreational activities, including, but not limited to, entering the field of play, court, or rink, during any recreational activity conducted under the auspices of the Mendham Township Recreation Department for the purpose of physically or verbally abusing or confronting coaches.
- 3. Use of obscene or profane language.** Using obscene or profane language, verbally abusing an official, player, or spectator, which abuse shall be deemed to include the use of obscene or profane language, or gesture, or racial, ethnic or sexual slurs.
- 4. Throwing objects onto the field of play.** Throwing or causing to be deposited any object onto the field of play, court, or rink.
- 5. Bullying, harassment or other forms of aggressive behavior.** Bullying, harassing, or exhibiting other forms of aggressive behavior.
- 6. Aggressive physical contact with participants.** Having aggressive physical contact with recreation participants, including, but not limited to, hitting, kicking, pushing or other forms of aggressive physical contact.
- 7. All other detrimental behavior.** Other behavior which may be determined by the Recreation Director to be inappropriate and detrimental to recreational participants shall include, but not be limited to, encouraging recreation participants to engage in prohibited activity or **inappropriate activity**.
- 8. Refusing to follow the order of officials.** Parents, coaches, spectators, and all other parties at any recreation event must comply with the requests and demands of all field officials, including appointed league officials. Such authority shall include the authorization to direct any person or person to immediately remove themselves from the premises.

**All activities must remain smoke, alcohol and drug free.**

### **Enforcement of Code of Conduct:**

- The Recreation Director is hereby directed to review behavior at events at which teams or individuals participate under the auspices of the Mendham Township Recreation Department, including events outside the Township of Mendham, and to make every effort to ensure that behavior at said events complies with the Code of Conduct established by this chapter.
- Individual sports organizations shall not take any enforcement action with regards to potential Code of Conduct violations, but must report all violations to the Township Recreation Director.
- The Recreation Director shall be responsible for enforcement of the Code of Conduct. Any and all allegations, claims, or charges regarding violations of the Code of Conduct may be presented to the Recreation Director.

**In case of need to contact the Mendham Township Recreation Director,  
please email David Guida at [dguida@mendhamtownship.org](mailto:dguida@mendhamtownship.org).**