



Elaine L. Wallace, RMC, CMR
Borough Clerk

BOROUGH OF CAPE MAY POINT
POST OFFICE BOX 490
CAPE MAY POINT, NJ 08212
(609) 884-8468 / FAX: 609-884-1732
www.capemaypoint.org

Robert J. Moffatt, VMD
Mayor
Commissioner Public Safety
& Public Affairs
Anita vanHeeswyk
Deputy Mayor
Commissioner Revenue & Finance
Catherine Busch
Commissioner Public Works,
Parks & Public Property
Edmund Grant
Borough Administrator

Dear Facility User,

Please be advised the Borough of Cape May Point has requirements by ordinance for use of Borough property.

1. \$50.00 administration fee – non-refundable
2. \$250.00 security deposit – refundable
3. Certificate of Insurance naming the Borough of Cape May Point as “Additional Insured”, with General Liability minimum of \$1,000,000.00.
4. **PROPERTY MUST BE LEFT IN ITS ORIGINAL CONDITION.**
 - All trash must be disposed of properly
 - Anything used for the event, decorations, and all personal property, etc. must be removed at the end of the event.
 - All chairs and other equipment shall be carried in and set up by hand. No dollies, carts, trucks or motorized vehicles of any kind may be used.
 - If a fire on the beach is requested and approved, it must be in a container and all embers must be extinguished and disposed of properly and safely. Also, area must be totally clean of all debris at the end of the event.
 - The Borough will not be responsible for any personal property left at the facility.
 - If event takes place on the beach or outside on Borough property, all grounds must be undisturbed and left in its original condition
 - If event takes place at Pavilion Circle and includes tents, or stakes need to be driven for any purpose including signs, applicant must contact Public Works (609-884-1454) to have irrigation and utility lines marked out in advance. Repair of any damage to lines will be charged to the applicant.

Failure to comply with the above requirements will result in the forfeiture of your \$250.00 deposit.

If you have any questions, please feel free to contact the Municipal Clerk at (609) 884-8468 ext. 12 or via email at ewallace@capemaypoint.org

Respectfully,

The Borough of Cape May Point



Proud to be a Designated Coast Guard Community!

FACILITIES USE APPLICATION

APPLICANT: _____

Address: _____

Telephone: (H) _____ (C) _____ (W) _____

Person Responsible/Event Coordinator: _____

Title: _____ Email: _____

Mailing Address (if different): _____

Name and Location of Facility/ies (*Attach route/map if not limited to a single location*):

Purpose of Event: _____

Date of Event: _____ Number of people to attend (limited to 100): _____

Hours of use (*limited to 4 hours including setup/breakdown*): _____

Are you requesting a fire permit? Yes ___ No ___

Will there be equipment such as tent/canopy, chairs, etc. at the event? Yes ___ No ___ *If yes, attach drawing of location and type of equipment to be used.*

Will there be music or amplified sound? Yes ___ No ___ *If yes, attach drawing of location and type of speakers and amplifying devices to be used.*

Will vehicles be part of event? Yes ___ No ___ *If so, number & type?* _____

Will there be signs? Yes ___ No ___ *If yes, provide type, size, description & location.*

Is there a charge/admission fee to participate? Yes ___ No ___ Amount _____

Will juveniles be present? Yes ___ No ___ *If Yes, what ages?* _____

If juveniles will be present, Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

By signing this application, the applicant agrees to abide by all Borough regulations, particularly those found in Resolution 92-13, and Borough Code Ch. 58-12, Ch. 107 Article II, and Ch. 120-1.

APPLICANT: _____ DATE: _____

(Signature)

Return the following with this application:

- signed Indemnification and Hold Harmless Agreement
- signed Municipality Use of Facilities Agreement
- \$50 check for non-refundable fee
- \$250 check for security deposit (refundable)
- certificate of insurance.

Note: Cape May Point has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility/ies when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Applicant: _____

Activity/Event: _____

Date of Activity/Event: _____

Location of Activity/Event: _____

The above referenced APPLICANT shall indemnify, save harmless and defend the Borough of Cape May Point, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Borough of Cape May Point, from and against any and all claims, losses, costs, attorney's fees, damages, or injury, including death, and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by or arising out of the above referenced ACTIVITY/EVENT, including all suits or actions of every kind or description brought against the Borough of Cape May Point, either individually or jointly with APPLICANT, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the use of Borough-owned property or facilities by APPLICANT, or through any negligence or alleged negligence in safeguarding the area, or through any act, omission or fault or alleged act, omission or fault of APPLICANT, its agents or assigns.

APPLICANT further certifies that it/they shall obtain and maintain liability insurance in the minimum amount of \$1,000,000 and further, to list the Borough of Cape May Point as an additional insured under said Policy, arising out of the use of Borough-owned property or facilities by them. Said insurance coverage shall be **primary** and any coverage of the Borough shall be **excess**. Proof of such insurance shall be delivered to the Borough Clerk prior to the commencement of the event hereunder.

Signature

Printed Name

Date: _____

USE OF FACILITIES AGREEMENT

The Borough of Cape May Point, a Municipality of the State of New Jersey, hereinafter referred to as “**MUNICIPALITY**”, hereby agrees to allow

_____ (*Name of Person(s) or Organization*)

hereinafter referred to as “**USER**”, to use the facilities listed below:

Name and Location of **FACILITY(IES)**:

hereinafter referred to as “**FACILITY(IES)**” for the purpose stated in the application on the following date(s): _____

The above **USER** shall inspect the described **FACILITY (IES)** prior to the use of the **FACILITY (IES)** and report any defective, hazardous or dangerous conditions found at the **FACILITY (IES)** to the Borough Clerk’s Office at (609) 884-8468, ext. 12, and **USER** shall immediately cease the use of the **FACILITY (IES)** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

Indemnification

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER**’s use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER**’s use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an “Additional Insured” on the **USER**’s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an “Additional Insured” where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an “Additional Insured” for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

USER signatures:

MUNICIPALITY signatures:

Name

Elaine L. Wallace, Borough Clerk

Witness

Witness

SCHEDULE OF INSURANCE*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the “**MUNICIPALITY**”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

MUNICIPALITY shall be named as an “Additional Insured”.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said **FACILITY (IES)**.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that “Liquor Liability or Host Liquor Liability” coverage be provided by **USER**. For certain uses, it may be recommended that coverage for “Spectators” and/or “Athletic Participants” be required or that Sports Accident coverage be maintained by the **USER**.

CONDITIONS FOR SPECIAL EVENTS

(per Borough Code and Resolution 93-13)

1. Sites Available - Special events may only be held at the following locations:

- a) Cape May Point Pavilion Circle;
- b) Cape May Point beaches, beach platforms; or
- c) Any other site approved by resolution of the Borough Commissioners.

Please be aware that these are public areas and are not closed to the general public during your event.

2. Duration - No special event shall exceed four (4) hours including all set-up, breakdown, and cleanup of materials unless specifically otherwise authorized by resolution of the Borough Commissioners. No event shall take place after sunset without the express approval by resolution of the Borough Commissioners. Breakdown and cleanup, however, may continue after sunset if completed within the allotted four (4) hours.

3. Size and person capacity - A maximum of one-hundred (100) participants and guests with a maximum of 100 chairs (which shall be confined within a reasonably compact area wherein the chairs are to be positioned) shall be permitted.

4. Maintenance and Provisions for a "Low Impact" event

- a) All chairs and other equipment shall be carried in and set up by hand (no dollies, carts, trucks or motorized vehicles of any kind).
- b) There shall be no damage or disturbance to any grass, dune or other natural features.
- c) If tents are to be used or stakes need to be driven for any purpose, including signs, in Pavilion Circle, applicant must contact Public Works (609-884-1454) to have irrigation and utility lines marked out. Any damage to the irrigation system will be charged to the applicant.
- d) The use of chairs that have flat or weight-dispersing legs is strongly encouraged. The use of wheelchairs is permitted, however, access shall be made only via designated handicapped access.
- e) All personal property and items used for the event must be removed at the conclusion of the event.

5. Parking

- a) For ceremonies at Pavilion Circle two sets of traffic cones may be placed on the inside roadway lane (the immediate perimeter) of the Pavilion Circle to facilitate the parking of two event-related vehicles (limousines, horse carriages, etc.) as close as possible to the ceremony location within the circle.
- b) All other cars, regardless of the site of the event shall park as per the parking regulations and signage around Cape May Point.

6. Noise – no unnecessary noise (as defined in CMP Code Ch. 120-1*) may emanate from the event.

7. Other Conditions

- a) There shall be no release of: birds, butterflies, other living creatures, or balloons. This is very important to maintaining the natural ecology of the Point.
- b) Alcoholic beverages are not permitted on any public property in the Borough.
- c) The use of rice is not permitted, but small amounts of bird seed or other bio-degradable materials are allowed.
- d) Special events taking place on Cape May Point beaches are subject to the regulations contained in Chapter 58-2 Beaches, Prohibited Acts.*
- e) Activities occurring on Borough property are subjected to all Borough regulations, particularly those found in Chapter 120-1 Peace and Good Order, Prohibited Acts.*

* The Borough Code can be found at: <https://ecode360.com/CA0524>