

ORDINANCE CREATING A CHAPTER FOR THE SENIOR COMMUNITY CENTER RULES AND REGULATIONS AND AMEND CHAPTER 150, SECTION 26 OF THE CODE OF THE BOROUGH OF LINDENWOLD RELATING TO THE FEES

WHEREAS, the Municipal Governing Body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, the Municipal Governing Body of the Borough of Lindenwold wishes to establish rules and regulations for the use of the Senior Community Center, and

WHEREAS, the Mayor and Governing Body has approved the recommendations to create a new chapter of the Code of the Borough of Lindenwold for the Senior Community Center and amend Chapter 150, Section 26 for fees as follows:

Lindenwold Senior Community Center Rules and Regulations

§ -1 Jurisdiction.

The Mayor and the Borough Council shall establish the policies and procedures to be used by the Borough of Lindenwold and amend them as needed from time to time. The Mayor and Borough Council, their agents, assigns, and delegates have the discretion to require additional security, documentation, or insurance coverage for events.

§ -2 Requesting and reserving use of the Senior Community Center.

- A. Reservations for the use of the Lindenwold Senior Community Center shall be made in writing on the Senior Community Center Use Application Form ("the application") provided by the Borough for that purpose. In addition, the renter must execute the application and acknowledge that they (the renter) have received, read, and agree to abide by the terms and conditions set forth in the application, Center rules and regulations, and all Borough policies and procedures. The capacity of the Senior Community Center is 200 people, which shall not be exceeded during the use of the facility.
- B. The renter must identify and provide the names, addresses, and contact information of all persons/entities requesting the rental reservation, the organization represented, and the specific nature of the proposed use for the rental reservation.
- C. Telephone inquiries are not binding and do not constitute a reservation.
- D. The Senior Community Center is available to rent from the hours of 8:00 a.m. to 10:00 p.m. All events shall conclude by 10:00 p.m. Events and clean-up must be finalized by 11:00 p.m. The length of the period to be rented shall not exceed 6 hours. This allows one hour to set up and one hour for clean up. Any extension of time must be by request to the Mayor and Council. The Senior Community Center is not available to rent on any Federal or State Holiday.
- E. The renter must be at least 25 years of age and must provide a government-issued photo ID at the time the application is submitted.
- F. A reservation will be considered complete only when the application has been signed by the renter and approved by the Mayor and Council or their designee, all fees have been paid in full, and all permits, licenses, insurance and other required documents have been submitted as required in this section.

§ -3 Senior Community Center guidelines.

- A. The Applicant agrees to abide by all terms of the Rental Agreement, and the Rules and Regulations as set forth herein. Applicant shall require all guests and visitors to abide by the terms of the Agreement and the Rules and Regulations as set forth herein, as pertain to the use of the facility.
- B. The Applicant (Renter), and any individual members, shareholders, owners, principals, and/or agents thereof, shall be individually and personally responsible and liable for all damages to the facility, in addition to all losses, causes of action, damages, claims for injuries, claims for bodily injury, and all other claims arising out of the rental agreement, and/or the use of the facility, arising out of, caused, and/or incurred as a result of the applicant's use of the facility. The Applicant and all individual members, shareholders, owners, principals and/or agents thereof shall personally guarantee all obligations set forth in the agreement, and specifically agree to indemnify, defend, and hold the Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers, harmless with respect to any and all claims arising from the Agreement or use of the facility. The Applicant and all individual members, shareholders, owners, principals and/or agents thereof shall defend, indemnify, and hold the Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers harmless, against all third party claims, demands, suits, losses, including all costs connected therewith, for any damages which may be asserted, claimed, or recovered against or from The Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers, resulting, or in any way arising, from the use of the facility. The signatory

to the Rental Agreement/Application warrants, guarantees, and affirms that he/she/they have authority to enter into the rental agreement on behalf of the business entity and/or organization set forth below, and to bind all individual members, shareholders, principals, agents and/or owners to the terms and obligations as set forth therein.

- C. The individual signing the Rental Agreement shall personally attend the referenced event, and shall remain on premises for the entirety of the event, until relieved by the Borough employee who shall close and secure the premises.
- D. The Applicant (Renter) may not sublease, assign, or otherwise transfer his/her/their right to use the facility to any other party.
- E. The Applicant (Renter) must use the facility for the purpose stated in the Rental Agreement ONLY, and no other purpose.
- F. The facility will be closed no later than 11:00 P.M.
- G. All Fees and charges set forth herein are due and payable to the Borough of Lindenwold at least 30 days prior to the date of the scheduled event. All events must be scheduled with the Borough of Lindenwold at least 60 (Sixty) days in advance. Failure to pay all fees timely shall result in an immediate denial of the application.
- H. NO ALCOHOLIC BEVERAGES ARE PERMITTED IN, ON, AROUND, OR OUTSIDE OF THE PREMISES. THE CONSUMPTION, SALE, POSSESSION, OR USE OF ALCOHOLIC BEVERAGES WILL RESULT IN THE PROSECUTION OF CRIMINAL CHARGES AND/OR CIVIL PENALTIES AGAINST ALL RESPONSIBLE PARTIES TO THE FULLEST EXTENT OF THE LAW, AS WELL AS IMMEDIATE FORFEITURE OF ALL DEPOSITS.
- I. Lewd, lascivious, and illegal activities, including but not limited to exotic dancing, strip tease, wet t-shirt contests, lingerie parties, gambling, ect. are PROHIBITED AT THIS FACILITY. ANY VIOLATION WILL RESULT IN THE PROSECUTION OF CRIMINAL CHARGES AND/OR CIVIL PENALTIES AGAINST ALL RESPONSIBLE PARTIES TO THE FULLEST EXTENT OF THE LAW, AS WELL AS IMMEDIATE FORFEITURE OF ALL DEPOSITS.
- J. The Applicant (Renter) shall be solely responsible to properly set up and take down all tables, chairs, and other furniture used at the event.
- K. The Mayor and Borough Council shall have and retain the authority to make administrative decisions regarding each planned event on a case by case basis. This includes cancellation of an event.
- L. In the event damages, or costs to clean the facility, exceed the deposit, The Borough of Lindenwold shall send an invoice to the responsible party which shall be paid within 30 (Thirty) days of receipt. The invoice balance shall incur interest at 18% annum, until such time as paid in full. Applicant (Renter) agrees to pay all costs incurred by the Borough as a result of collection of any outstanding balances incurred as a result of this Agreement, including but not limited to all attorney's fees and costs of suit.

§ -4 Insurance requirements.

- A. It is the responsibility of the renter to secure acceptable insurance coverage for his/her event. The renter shall provide and maintain general liability insurance in an amount not less than \$1,000,000. The Borough of Lindenwold must be named as an additional insured.
- B. The renter must provide a copy of the certificate of insurance naming the Borough as an additional insured. The policy shall remain in effect through the course of the agreement. Applicant may not cancel, modify, or otherwise amend the policy of insurance without written consent of the Borough of Lindenwold. Use of the Community Center, will be denied if satisfactory proof of the required insurance is not received at least 30 days prior to the event. A failure to submit the proper Insurance Certificate and/or Business Registration Certificate shall result in a denial of the application to use the facility.

§ -5 Licenses.

- A. The renter is required to obtain all required licenses. Use of the Community Center will be denied if satisfactory proof of licensure has not been received at least 30 days prior to the event. Non-Profit organizations must submit a 501©(3) in addition to the insurance requirement above. Businesses must provide Tax ID number in addition to the insurance requirement above.
- B. All caterers must be appropriately licensed.

§ -6 Senior Community Center maintenance.

- A. General cleanup of the inside and outside of the property is the renter's responsibility. The renter shall make sure all food, rental equipment, gifts, decorations, and trash are removed from the Community Center at the end of the event.
- B. Center staff will conduct a pre-event walkthrough with the renter. At this time Renter must note anything broken or in need of repair.
- C. All trash must be placed in designated trash receptacles.
- D. Borough staff will conduct a post-event walkthrough with the renter. Failure to utilize the Center according to all policies, procedures, rules, and regulations determined by the Borough of Lindenwold will result in forfeiture of all or part of the security deposit.
- E. Any and all damages to the property shall be the responsibility of the renter.

§ -7 Security requirements.

- A. Security personnel shall be required for any affair, function, activity, event, or use of the facility.
- B. Security shall consist of one off-duty Lindenwold Police Officer, who shall be present at the entirety of the event. The Security Officer-Off Duty Police Officer is authorized by the Applicant to both audio and video record the entirety of the event, and all occurrences that transpire therein, utilizing a vest camera, and any other recording equipment. The Applicant (Renter) shall pre-pay an hourly charge for Security in the amount of \$65.00, with a 4 (Four) Hour Minimum.
- C. The security shall be scheduled by the Borough of Lindenwold in consultation with the Police Department's ranking officer and shall be present throughout the entirety of all affairs, functions, activities, events, and use of the facility.
- D. No firearms or weapons of any type shall be permitted at any affair, function, activity or event and are prohibited from the Community Center and Borough property, with the exception of Borough Police personnel.
- E. Borough staff have a right to enter and inspect all events while they are taking place.
- F. The cost of Security shall be the responsibility of the Renter, as set forth in this Ordinance.

§ -8 Cancellation

If the event is canceled thirty-one (31) days or more prior to the scheduled date, full payment will be refunded.

If the event is canceled thirty (30) days or less prior to the scheduled date, the applicant will forfeit the deposit.

The Borough of Lindenwold reserves the right to cancel or change any rental dates and times if needed. Applicant will be refunded the full cost of rental for the cancelled event, in the event the Borough cancels the event. The Borough does not assume responsibility for any additional costs, charges, or expenses to the applicant.

Sec. 9 Fees. (see Chapter 150, Section 26)

Individual Resident

\$650.00 base fee and \$650.00 security deposit

Non Resident - Individual / Non-Profit Organization

\$650.00 base fee and \$650.00 security deposit

Non-Profit Community Organization

\$650.00 per use and \$650.00 security deposit

Businesses

\$650.00 Base fee and \$650.00 and security deposit

Base fee covers all events up to six (6) hours/Finalization of Application

Additional hours may be granted with permission from the Borough. Reservations are not final until all fees have been paid in full and all required permits, licenses and other required documents have been submitted.

Borough staff will notify the applicant if the reservation is incomplete and has not been finalized.

Security deposit

Must be included at the time of application submission.
The Borough has up to and including five (5) business days after the event to assess the cleanliness of the Community Center. In the event that the Community Center is not clean according to the standards listed in the cleaning schedule, the Borough will notify the renter and the Security deposit will be forfeited. If the Community Center is clean upon inspection of the Borough employee, the security deposit will be returned within 30 days of the event.

INTRODUCED: November 9, 2022

ADOPTED: December 14, 2022

Richard E. Roach, Jr.
Mayor

Deborah C. Jackson, RMC
Borough Clerk