

Mayor Mark Walsifer
Council President Thomas Brennan
Councilman James McCracken
Councilwoman Patricia Wann
Councilman Thomas Carvelli
Administrator Edward Kirschenbaum



Borough of Belmar
601 Main Street
Belmar, NJ 07719
Phone: 732-681-3700
Fax: 732-681-3434
www.belmar.com

PROCEDURES FOR RENTING TAYLOR PAVILION

- To book Taylor Pavilion for your event you must do so through one of the following catering vendors:

La Dolce Vita
400 Ocean Avenue
Belmar, NJ 07719
732-749-3177

10th Ave Burrito Co.
801 Belmar Plaza
Belmar, NJ 07719
732-280-1515

Merri-Makers Catering
511 Herbertsville Road
Brick, New Jersey 08724
732-225-0009

- The application form with all rules and procedures is attached.
- Questions can be sent to Mary Brabazon, mbrabazon@belmar.com or 732-681-3700 ext. 214



BOROUGH OF BELMAR FACILITY USE AGREEMENT

It is the desire of the Borough of Belmar that all residents and non-residents are able to use and enjoy the Borough-owned 5th Avenue Pavilion/Taylor Pavilion (hereinafter “Facility”). This agreement has been set in place to achieve that goal.

The person/business (hereinafter “Vendor”) signing this agreement and the person(s)/organization on whose behalf the Facility rental is being made (collectively the “Renter”) are responsible for compliance with this agreement. All Vendors are required to read, complete and sign the Facility Use Agreement as part of the rental for each event prior to the facility’s use by the renter.

This Facility Use Agreement is made and entered into between:

Vendor: _____

Principle Business Address: _____

Telephone Number: _____

Email Address: _____

New Jersey Business Registration: _____ (Attach True Copy)

and the Borough of Belmar (hereinafter “Borough”), under on the terms and conditions set forth below.

1. **EVENT DATE:** _____

EVENT TIME: _____ to _____ (indicate AM or PM)
(Include set up and break down time)

EVENT DESCRIPTION: _____

NUMBER OF PEOPLE ATTENDING: _____

Check here if food will not be served at your event.

2. **VENUE:** Taylor Pavilion is located at 500 Ocean Avenue. Belmar, New Jersey 07719. The venue consists of the following:

a. 3300 square feet of indoor event space including:

1. Main Event Space: approximately 3100 square feet
2. Dance Floor Space: same as above
2. Outdoor Space: approximately 1200 square feet
3. Women's & Men's Restrooms
4. No on-site parking but parking may be available nearby.

b. Will you be having a ceremony on the beach: Yes _____ No _____

3. **VENUE FEES:** Upon the execution of this Agreement, Vendor agrees to pay the venue fee pursuant to the attached Schedule, as set forth by Resolution by the Borough of Belmar. *VENUE FEES ARE NON-REFUNDABLE.*

4. **SECURITY DEPOSIT:** Upon the presentation and execution of this Agreement, Vendor shall pay to the Borough of Belmar a security deposit of **Two Thousand (\$2,000.00) dollars** that would be refundable upon approval from the Borough Administrator that the restorative conditions to the Pavilion were met pursuant to Schedule A. This security deposit is per event but, the Vendor may roll this security deposit forward to future events provided the security deposit is it not subject to forfeiture by definition set forth herein and on Schedule A.

NOTE: Any damage to the venue, fines for violations of parking or noise ordinances are not covered by the Security Deposit.

5. **LICENSED CATERING:** The Borough of Belmar does not permit any person/business/organization to bring any food or beverage into the Facility. All food and beverage must be provided by sanctioned Belmar caterers as listed on the cover page.

A. Any person/business who has entered into a license and indemnification agreement to conduct catered activities or operations at the "Taylor Pavilion" may seek permission to serve alcoholic beverages in connection with catered functions, subject to the following:

- (1) The rules and regulations of the New Jersey Alcoholic Beverage Commission (the "NJABC"); and
- (2) The rules and regulations of the Borough of Belmar.
- (3) In addition to the above requirements, the application for use of the facility shall be made by an entity that is duly authorized, as defined by the NJABC and the Borough of Belmar and is able to perform the tasks and requirements necessary to conduct the proposed event.

- (4) If applicable, written approval by the Municipal Police Chief and the Municipal Clerk, in accordance with NJABC requirements.
- (5) Accompanied by a written narrative that shall describe the details of the event, including but not limited to a list of vendors, procedures for event setup, parking, crowd control, any temporary fencing, event security, ambulance/emergency response, procedures to ensure that minors and intoxicated persons are not served alcohol, trash control, post-event clean up and restoration of any damage to County property.

C. Accompanied by the name, address and contact information for the person(s) who shall be are seeking to have the event.

D. The sanctioned vendor shall procure a liquor liability/insurance policy with limits of not less than \$2 million or greater.

E. The sanctioned vendor shall be solely responsible for conducting the event in accordance with all applicable laws and ordinances in a manner that shall not cause damage to persons or property.

F. The sanctioned vendor shall be responsible for preventing service of alcohol to any person who is under the legal age to consume alcoholic beverages in the State of New Jersey.

G. The sanctioned vendor shall be responsible for preventing service of alcohol to any person who is visibly intoxicated or under the influence of alcohol or other intoxicants or stimulants.

H. The sanctioned vendor shall take measures necessary to ensure that noise emanating from its catered events, including but not limited to music and other amusements, announcements and activities shall comply with the following Ordinances of the Borough of Belmar.

6. **BAR/ALCOHOL: There Can Be No Alcoholic Beverages Brought Into The Venue By Any Person, Company Or Organization** other than a sanctioned vendor/company as established by the ABC Rules and Regulations for the State of New Jersey and as locally established and required by the Borough of Belmar. Under no condition is any person under the age of 21 permitted to consume alcohol.

NOTE: This is a separate process that may require additional time. Please be guided accordingly.

7. **FLOOR PLAN and EVENT HEADCOUNT:**

The floor plan and event headcount are subject to the review and approval of the Fire Marshall and Code Enforcement Officials for the Borough of Belmar.

8. **DECORATIONS/CANDLES:** Any decorations and banners are subject to the review and approval of the Fire Marshall and Code Enforcement Officials for the Borough of Belmar.

NOTE: No candles or devices containing fire are permitted in the venue.

9. **ABANDONED PROPERTY:** Unless otherwise approved by the Borough of Belmar, the venue must be abandoned by _____ p.m.

10. **MUSIC AND NOISE:** Live bands with amplified music are permitted to play inside of the venue only. All bands, DJs, Vendors and Guests must abide by the Borough of Belmar Noise Ordinance. Any violation of the Noise Ordinance will subject the person(s), Vendor or company to penalties and/or fines as established by the Borough of Belmar.

11. **SMOKING:** Smoking and Vaping is not permitted in or around the Venue.

12. **INDEMNIFICATION:** Vendor and caterer will indemnify the Borough of Belmar, its elected officials, directors, officers, agents and employees from and against all claims, damages, losses, liabilities, costs, expenses and reasonable attorneys fees arising out of a claim by a third party against the Borough of Belmar for injury to persons, property, violations of applicable laws from acts or omissions by Vendor.

13. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties are governed by the laws of the State of New Jersey and the Borough of Belmar.

14. **WAIVER:** The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.

15. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable, the remaining provision will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

16. **FORCE MAJEURE:** If the venue is rendered unsuitable for the conduct of the event by reason of force majeure, the M2 Concessions LLC and the Vendor are released from their

obligations under this Agreement. Force majeure shall mean fire, earthquake, hurricane, flood, or act of God.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous agreements, proposals inquiries, commitments, discussions and correspondence, wither written or oral. This Agreement may not be amended or modified except in writing signed by an authorized representative of each party.

_____ Date: _____

_____ Date: _____

SCHEDULE A - JOHN A. TAYLOR PAVILION

FOR EVENTS OF ANY CAPACITY:

ALL APPLICATION AND FACILITY FEES ARE NON-REFUNDABLE

	Event Space - There shall be no outside food or beverages
Application Fee¹	For the remainder of 2019, a Fee of \$1,000 shall be due the Borough of Belmar upon reservation of an event date except if the event is under contract as of the adoption of this Resolution. No person may hold more than one date without paying the new application fee. <u>Residents are not subject to this Fee.</u> After 2019, the Application Fee shall be determined by the Vendor and not be payable to the Borough of Belmar
FACILITY FEE¹ - NON-RESIDENT <u>In-Season</u> (April-October) Friday or Sunday	Effective upon adoption of the Resolution there shall be a fee of \$2,500 per event, except for those events registered prior to the adoption of the Resolution.
FACILITY FEE¹ - NON-RESIDENT <u>In-Season</u> (April-October) Saturdays	Effective upon adoption of the Resolution there shall be a fee of \$3,000 per event, except for those events registered prior to the adoption of the Resolution
FACILITY FEE¹ - NON-RESIDENT <u>In-Season</u> (April-October) Monday - Thursday	Effective upon adoption of the Resolution there shall be a fee of \$1,500 per event, except for those events registered prior to the adoption of the Resolution
FACILITY FEE¹ - NON-RESIDENT <u>Out of Season</u> (Nov. - Mar.) Friday or Sunday	Effective upon adoption of the Resolution there shall be a fee of \$1,500 per event, except for those events registered prior to the adoption of the Resolution
FACILITY FEE¹ - NON-RESIDENT <u>Out of Season</u> (Nov. - Mar.) Saturdays	Effective upon adoption of the Resolution there shall be a fee of \$2,000 per event, except for those events registered prior to the adoption of the Resolution

FACILITY FEE¹ - NON-RESIDENT <u>Out of Season</u> (Nov. - Mar.) Monday - Thursday	Effective upon adoption of the Resolution there shall be a fee of \$750 per event, except for those events registered prior to the adoption of the Resolution
FACILITY FEE¹ - RESIDENT+ <u>In-Season</u>	50% of Non-Resident Fee
FACILITY FEE¹ - RESIDENT <u>Out-of-Season</u>	50% of Non-Resident Fee
FACILITY FEE¹ - OFF-HOURS	For rental of the facility during the hours of 10:00a.m. and 2:00p.m., subject to availability as determine by the Borough, the fee shall be \$500.00 per hour . Rental of the facility during off-hours remains subject to all other facility requirements and procedures previously set forth herein.
Food and Beverage	Must be provided by approved Vendor**
Parking*	No on-site parking
Nonprofit/Not-for-profit organization	Case by Case basis to be determined by the Mayor and Council. A Special Event Permit may be required.
Security Deposit ++	Each approved Vendor shall provide the Borough of Belmar a Security Deposit of \$2,000 per event. This deposit may be rolled over to future events provided is it not subject to forfeiture by definition
Cleaning Requirement	Every Vendor is required to provide for independent cleaning of the facility by a qualified service. The Borough's Director of Public Works shall have the sole discretion to determine whether the facility properly cleaned. Violation is

	subject to disqualification and/or loss of security deposit.
Insurance+++	Every Vendor shall be required to establish and provide proof of insurance for each event. This insurance may be established on an annual basis.
Police	The Borough of Belmar shall pursuant to its internal procedures, determine if police are needed for an event. If it is determined that police are need, the expense shall be borne by the Vendor.

1 Shall apply to ALL fees referenced herein above and all said fees shall be paid in full within ten (10) days of either scheduling the event or execution of an "event" contract, whichever comes first. **The payment of said "fee(s)" shall be non-refundable.**

+Resident:

For the purpose of this provision, a resident shall mean a person having a dwelling that is their principal or permanent home. Vacation, summer or second homes do not qualify as a principal or permanent home to establish residency for the purpose of gaining a reduced use fee.

++Security Deposit:

The failure to leave the Pavilion clean, free of all garbage and in the same condition as before the event, violation of any rules or regulation for the use of Taylor Pavilion, loss of the key to Taylor Pavilion, the failure to abide by any conditions of a special event permit, if required, shall result in the forfeiture of the Vendor's ability to host events at this Pavilion.

The Vendor shall be solely responsible for fees, cost directly or related to reparation of any damage to the Pavilion. The Borough's Director of Public Works shall have the sole discretion to determine whether the facility properly cleaned.

+++ Insurance:

Insurance shall be obtained by the Vendor for either a singular event or, on an annual basis in the minimum amount of one million (\$1,000,000.00) dollars [If alcohol will be served, the minimum amount shall be two million (\$2,000,000.00) dollars. The policy of insurance shall name the Borough of Belmar as an additional insured and a hold harmless and indemnification agreement in favor of the Borough shall also be required on a form provided to the Borough.

**** Approved Vendors**

A. Any person/business seeking permission to conduct catered activities or operations at the "Taylor Pavilion" shall execute and be subject to a special license and indemnification agreement, which shall include conditions, limitations, fees and insurance requirements.

B. For the best interests of the general public and the residents of the Borough of Belmar approved vendors shall be subject to annual review.

C. Any person/business who has entered into a license and indemnification agreement to conduct catered activities or operations at the "Taylor Pavilion" may seek permission to serve alcoholic beverages in connection with catered functions, subject to the following:

- (1) The rules and regulations of the New Jersey Alcoholic Beverage Commission (the "NJABC"); and
- (2) The rules and regulations of the Borough of Belmar; and
- (3) In addition to the above requirements, the application for use of the facility shall be made by an entity that is duly authorized, as defined by the NJABC and the Borough of Belmar, and is able to perform the tasks and requirements necessary to conduct the proposed event.
- (4) If applicable, written approval by the Municipal Police Chief and the Municipal Clerk, in accordance with NJABC requirements.
- (5) Accompanied by a written narrative that shall describe the details of the event, including but not limited to a list of vendors, procedures for event setup, parking, crowd control, any temporary fencing, event security,

ambulance/emergency response, procedures to ensure that minors and intoxicated persons are not served alcohol, trash control, post-event clean up and restoration of any damage to County property.

D. Accompanied by the name, address and contact information for the person(s) who shall be are seeking to have the event.

E. The approved vendor shall procure a liquor liability policy with limits of not less than \$2 million or greater.

F. The approved vendor shall be solely responsible for conducting the event in accordance with all applicable laws and ordinances in a manner that shall not cause damage to persons or property.

G. The approved vendor shall be responsible for preventing service of alcohol to any person who is under the legal age to consume alcoholic beverages in the State of New Jersey.

H. The approved vendor shall be responsible for preventing service of alcohol to any person who is visibly intoxicated or under the influence of alcohol or other intoxicants or stimulants.

I. Noise; music. The approved vendor shall take measures necessary to ensure that noise emanating from its catered events, including but not limited to music and other amusements, announcements and activities shall comply with the following Ordinances of the Borough of Belmar.

Rules and Regulations for the Rental of Taylor Pavilion

1. The Pavilion may be rented and reserved by submitting an application at 601 Main Street, Belmar NJ 07719. The associated application fee, facility fee, security deposit (if any) and insurance (if any) must be supplied at the time of application.
2. The Pavilion is rented as is; available tables and chairs may be used inside the pavilion only.
3. The Pavilion must be left clean and in the condition found. Any damages or mess requiring clean-up will result in the Borough keeping the security deposit and if necessary leveraging claims against the users insurance. Please see the attached check list to help insure the return of your deposit.
4. The key for the Pavilion shall be picked up at the Police Department, 601 Main Street, Belmar. A valid ID must be left and will be returned upon your event's conclusion and the return of the Pavilion key.
5. The level of sound emanating from your event must be kept so as not to bother the neighbors. The person in charge of the event is responsible to ensure the level sound is appropriate. Events with either live bands or D.J.; all interior and exterior doors along Ocean Avenue must be closed so as to limit the sound heard on Ocean Avenue and the neighborhoods.
6. The Pavilion is equipped with cameras, the inside and outside of Taylor pavilion may be recorded for safety reasons.
7. When leaving the Pavilion after the event, windows and doors must be closed and locked. Lights shall be turned off. Garbage shall be double bagged in at minimum 3mm plastic bags and placed out front of the Pavilion in the white picket fence area on Ocean Avenue for pick up by DPW.
8. The Pavilion shall be left broom and moped clean by the parties renting the pavilion. Kitchen is to be left clean, countertops and appliances to be wiped down. The stove is to be used for reheating prepared dishes only. Bathrooms are to be left clean, toilets, and sinks must be cleaned and bathroom garbage is to be emptied. Cleaning supplies are NOT provided by Belmar, please bring what you need to leave the pavilion clean and secure to ensure the return of your deposit.
9. Large events (typically over 75 people) may be required to supply a cleaning company to be approved by the Business Administrator and the cleaning company shall clean up the Pavilion after the event.

10. Users may arrange for additional/different tables and chairs from a rental company provided the company is insured and a copy of the contract is provided to the Business Administrator 48 hours prior to the event.
11. No holes may be placed in walls by staples, tacks, nails etc. No tape, Velcro, etc., may be used for decorations. Banners, balloons, etc., may be used and tied. All decorations shall be removed upon the event's conclusion to secure the return of your deposit.
12. Tables and chairs are to be placed back in the racks after being wiped down and returned to the closet that they came from. Tables are 6 ft rectangular folding tables. There are 24 tables and 100 chairs for you to use.
13. All damage must be reported to the Business Administrator's office at 732-681-3700 extension 215. Belmar Public Works will perform a walk thru of the facility after your event. Any and all damages identified will result in forfeiture of any security deposit and claims against insurance held by users.
14. Any violation(s) of these Rules and Regulations shall result in the forfeiture of any security deposit, claims against insurance held by users and prohibition of future rental/use of the John A. Taylor Pavilion or any other public space in the Borough of Belmar.
15. All laws, ordinances rules and regulations shall be complied with including but not limited to Belmar Code Sections 4.4(e) and Schedule A, and Section 17.
16. The person or organization hosting the event shall permit any Police Officer or Borough Official to enter the Pavilion at any time to ensure compliance with the conditions in this Belmar Code Section 4.4(e) and Schedule A, Section 17, and, any terms and conditions of the Permit and other laws, rules, regulations and/or ordinances. If there is any violation of the foregoing, the event may be immediately canceled and no refunds of any kind shall be issued and the person or organization will not be permitted to rent the Pavilion in the future.

FOR ANY EMERGENCIES CONTACT THE POLICE AT 732-681-1700