

BOROUGH OF BARRINGTON

VFW HALL RENTAL INFORMATION

- Beginning May 1, 2022, the cost to rent the hall in the VFW Senior Community Center is \$500 for a five-hour rental.
- All renters that will have alcohol must provide a certificate of insurance from their homeowner's policy showing Host Liquor Liability and naming the Borough of Barrington as additional insured.
- Rental includes tables and chairs, and ice. Renter provides all paper products, food and alcohol and beverages. All alcohol must go behind the bar. Also, all items brought in are to be removed at the end of the event. No food or alcohol can remain in the hall.
- The hall comfortably holds 100 people. Tables are five-foot round tables and take 78" round tablecloths.
- Hall manager, John Crawford, opens the hall, sets up tables and chairs and works as the bartender during the event. He also closes and cleans the facility after the event ends.
- Renter can make arrangements to see the hall in advance. Renter must coordinate with John as to opening the hall so renter can get in to set-up and decorate. John's number is 856-656-5534.
- Renter must complete the rental agreement, the hold harmless and the Covid Release. Completed paperwork along with the \$100.00 down payment is required to lock-in the rental. The balance of the rental and the evidence of insurance must be received **TWO WEEKS** in advance of the rental. Checks are payable to the Borough of Barrington and can be mailed to the address shown below.
- The VFW Senior Community Center is located at 109 Shreve Avenue, Barrington, NJ, 08007.
- No tape, pins, tacks, staples or anything similar are permitted on the walls, floors or ceilings. Nothing is to be hung from the ceiling. The only decorations that are permitted are table decorations.

BARRINGTON VFW SENIOR COMMUNITY CENTER RENTAL AGREEMENT

1. RENTER NAME _____
2. RENTER ADDRESS _____
3. PHONE NUMBER _____
4. EMAIL ADDRESS _____
5. DATE OF RENTAL _____
6. HOURS _____
7. TYPE OF EVENT: _____
8. ANTICIPATED NUMBER OF GUESTS: _____

Rules and Regulations

1. Renter must remove all equipment/supplies from building immediately after event.
2. Renter must clean all countertops and tables leaving the room as they found it. All trash is to be removed to the dumpster behind the building.
3. Cooking with open flames is not permitted with the exception of the use of crock pots, electric food warmers and sternos—no microwaves may be brought in.
4. Smoking is not permitted in the building—SMOKING OUTSIDE IN DESIGNATED AREA ONLY.
5. Alcohol is permitted after execution of Hold Harmless Agreement and providing the REQUIRED EVIDENCE OF INSURANCE. All alcohol must be located at the bar so the bartender can monitor consumption.
6. The only decorations permitted are table decorations. No tape, tacks, staples, etc.
7. Tables must be covered with paper or cloth covers but not stapled to the table.
8. The Borough is not responsible for loss or theft of personal items from the building or vehicles.
9. Rental fee is \$500.00 for five hours including set-up and clean-up.
10. All tables and chairs must be returned to original locations and all food, trash and recycling properly disposed.
11. Any renter who does not provide evidence of insurance will not be permitted to have alcohol at their event.
12. Deposit of \$100.00 is required to book rental. Balance of rental fee and insurance information is due TWO WEEKS before rental.

By signing below, renter agrees to all rules and regulations and to be responsible for condition of facility and proper behavior of guests.

Renter

Date

For the Borough

Deposit paid: _____ Balance due: _____ Due date: _____

HOLD HARMLESS AGREEMENT—BARRINGTON VFW SENIOR COMMUNITY CENTER
(must be signed by individuals/organizations using municipal facilities)

BETWEEN THE BOROUGH OF BARRINGTON AND

Name of Individual or Group renting the facility (hereinafter referred to as "Renter")

Address

Phone Number

Type of Organization (Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of Barrington VFW Senior Community Center on the following date: _____ for the purpose of _____, the undersigned agrees to indemnify and hold the Borough of Barrington and its officers, agents and employees, harmless from any and all liability, claims, costs and attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless Agreement also requires that the Borough of Barrington is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to. In order to induce the Borough of Barrington to accept this Hold Harmless Agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic Beverages will _____ or will not _____ be consumed. All alcohol must be located at the bar so the bartender can monitor consumption.
- b. Total number of persons anticipated is _____.
- b. Live entertainment will _____ or will not _____ be provided.
- d. Other _____.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representations set forth herein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this _____ day of _____ 20____

Authorized Signature of Renter

Witness

**COVID-19 RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK,
CONSENT, AND INDEMNITY AGREEMENT
RENTAL AGREEMENT**

In consideration of being allowed to lease a Borough owned property and/or facilities associated therewith (hereinafter "Facilities"), We, the undersigned (hereinafter collectively referred to as "Releasors" or "We"), hereby acknowledge and agree to the following:

1. We, the Releasors, recognize that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. We further recognize that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. We also recognize that not everyone has been vaccinated against COVID-19. We recognize and voluntarily accept that the Lease for use of the Facilities constitutes activity that may bring us and third parties into contact with persons or objects carrying the virus and that through such contact, We and third parties may become infected or infect others with COVID-19. We have been fully informed that the use of the Facilities may INCREASE our individual and collective risk of contracting COVID-19 and the potential to pass the virus along to infect others.

2. We, the Releasors, hereby forever release, discharge and acquit the Borough of Barrington, its elected officials, agents, servants, volunteers, representatives and employees (hereinafter "Released Parties") from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or have any connection with any exposure or potential exposure to COVID-19 as part of the use of the Facilities. We release the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity, or any activity directly or indirectly related to the use of the Facilities. We agree and covenant not to sue the Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19, or any injury or disease that might in any way be related in any way to COVID-19, while engaging in the use of the Facilities.

3. We, the Releasors, agree and bind ourselves and our heirs, estates, executors, families, and assigns that We will defend, indemnify and hold harmless the Released Parties from any and all damages and losses of any kind, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, attorney fees and any form of expenses, that may occur as a result of engaging in the use of the Facilities, or any activity directly or indirectly related to the use of the Facilities, including any claims brought by third parties who may have become exposed to COVID-19 by any person, or any objects or surfaces We, the Releasors may have come into contact with, as a result of the use of the Facilities.

4. We further agree that if a lawsuit is brought against the Released Parties for any claim released, or any risk or liability assumed, by us, under this Agreement, that We will be held responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

5. We do hereby assume and accept all risk and liability for any losses, damages, expenses, attorney fees, personal and bodily injuries (including death), which may be suffered or sustained while engaging in the use of the Facilities as a result of exposure or potential exposure to COVID-19. Furthermore, We recognize that if any of the undersigned Releasors to

this COVID-19 RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, CONSENT, INDEMNITY AGREEMENT (hereinafter "Agreement") require medical assistance as a result of any exposure to COVID-19, We, the Releasors agree to pay any and all costs incurred or occurring as a result of or having to do with exposure to COVID-19, including but not limited to costs relating to medical testing, injury or illness suffered due to such exposure. We understand neither the Released Parties, nor their insurer, or workers' compensation policy, provides me or us with any medical or other coverage for injury or loss resulting from COVID-19.

6. We agree to abide by all guidelines provided to us by any Released Parties, including but not limited to the New Jersey Department of Health Guidance for Group Activities. We agree to use the personal protective equipment ("PPE") required by the Released Parties and to follow all safety and sanitation protocols prescribed by them. We understand that We may be required to provide our own PPE and We agree to use PPE equipment in the manner approved by the Released Parties. We further agree to require third parties who are on the premises of the Facilities during our use of the Facilities to abide by the terms and conditions as set forth herein.

7. We expressly agree that We have carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law of the State of New Jersey or any other applicable jurisdiction.

I/WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US AND INTEND MY/OUR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Renter/Releasor Party Name: _____

Renter/Releasor Party Name: _____

Participant Signature: _____

Emergency Phone #: _____

Date Signed: _____

**BOROUGH OF BARRINGTON
HOST LIQUOR LIABILITY COVERAGE**

Instructions to purchase required insurance for VFW Senior Community Center rentals

An insurance policy for host liquor liability is required for all VFW Senior Community Center rentals that will be serving alcohol. You can purchase a one-day rider through your homeowner's policy or you can purchase coverage through the GATHER GUARD coverage program. If you purchase a rider through your homeowner's policy, the **Borough of Barrington must be named as Additional Insured and the certificate must state it includes host liquor liability.**

To purchase a one-day rider through the Gather Guard program, the following are the instructions.

Website: <http://gatherguard.com>

Click on "Get a Quote".

Select your event type and then answer the questions and click Continue.

Enter the Venue Code: 4990-055

Next you will see the fields completed with our name and address. Click NEXT.

Complete the rest of the application under "About Your Event".

On the next screen, click on Next.

The program will give you your quote and you can then checkout.

Note—this coverage must be purchased no less than one week prior to your rental. If we do not receive evidence of the coverage one week before your rental, your rental will be cancelled.

NOTICE REGARDING PARKING

Parking in the lot at Fade Salon, next to the VFW, is prohibited. Overflow parking is available across the street in the parking lot of the ballfields. Make sure your guests are aware that parking in the salon lot is prohibited.