

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 24-1828

**ESTABLISHING CHAPTER 14 OF THE CODE OF THE TOWNSHIP OF
HOPEWELL TO ESTABLISH REGULATIONS REGARDING "BANDSHELL AND
STAGE RENTAL" AT WOOLSEY PARK**

WHEREAS, the Township Committee has determined a need exists to develop standards and regulations permitting the rental of the Bandshell and Stage rental at Woolsey Park that meet appropriate and reasonable conditions; and

WHEREAS, these standards are necessary to ensure each approved renter abides by all Township Ordinances regulating noise, traffic, and assemblies and to properly maintain the Bandshell, Stage, and Woolsey Park; and

WHEREAS, the Township Committee finds that permitting Bandshell and Stage rental, subject to practical regulations and limitations, is beneficial to persons and organizations living and operating within the Township.

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that Chapter 14 of the Township Code of the Township of Hopewell is hereby established as follows:

14-14.1-Bandshell/Stage Rental

Purpose- To establish bandshell/stage rental guidelines.

- a. Submit completed permit and rental agreement, certificate of insurance, and 100% of estimated total no later than three full weeks prior to the requested date of rental.
- b. Every permit shall be issued and renewed per event, upon payment of a fee to the Township in the amount set forth by Township Resolution.
- c. Temporary Activities Permit or Festival Permit shall be submitted if required.
- d. At all times when the bandshell is in use, all Township Ordinances regarding noise, traffic, parades, etc. shall be strictly obeyed by the renting organization. The Township staff has the power to stop the program for any reason if there is potential danger to the equipment or staff, i.e. inclement weather, or unruly behavior of the crowd or performers.
- e. Unrestricted access to the public is prohibited. It is the responsibility of the renting party to restrict access to the bandshell by the general public during performance/use.

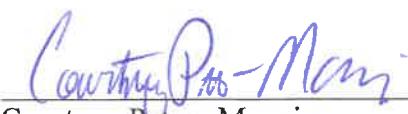
- f. Nothing may be attached or affixed in any manner to the bandshell without prior permission of the bandshell staff on duty.
- g. The Township of Hopewell reserves the right to refuse rental of the bandshell under any conditions deemed to be potentially hazardous to the bandshell or its operators, or any event not deemed in the best interest of the Township of Hopewell or the general public.
- h. Bandshell occupancy is generally limited to 10 people with band and musical equipment.
- i. It is the responsibility of the permittee to clean up after rental. No staples, nails, or tacks may be placed on stage area.
- j. Clean up of garbage is expected before leaving, including taking down any signage, balloons, tape, and decorations. This includes clean-up of field area. Name on insurance is responsible for any additional clean-up costs or damage.
- k. Permits will be issued on a first-come, first-served basis as determined by the Recreation Department, but with priority given to Hopewell Township-sponsored events.
- l. All bandshell renters are required to pay a \$500 security deposit at the time of reservation.
- m. Cancellation by the renter must be made no later than 14 business days prior to the date of the event to receive a refund of deposit. Any cancellation made less than 14 days in advance of the event date will result in forfeiture of security deposit.
- n. Indemnification-To the fullest extent permitted by law, the Renter of the bandshell shall indemnify and hold harmless the Township of Hopewell, their agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the rental of the bandshell, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the Renter, anyone directly or indirectly employed by the Renter, or anyone for whose acts the Renter may be liable.
- o. All vendors must obtain a Certificate of Liability of Insurance that names The Township of Hopewell as an Additional Insured with the date and location of the event and has commercial general liability insurance with the minimum limits shown:

Limits	
Each Occurrence	\$ 1,000,000
Damage to rented premises (Each Occurrence)	\$ 100,000
MED EXP (Any one Person)	\$ 10,000
Personal & ADV Injury	\$ 1,000,000
General Aggregate	\$ 1,000,000
Products- Comp/OP AGG	\$ 1,000,000
Combined Single Limit (Each Accident)	\$ 1,000,000
E.L. Each Accident	\$ 100,000
E.L. Disease- (Each Employee)	\$ 100,000
E.L. Disease- Policy Limit	\$ 500,000

p. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

This Ordinance shall take effect upon adoption and publication in accordance with law.

Date Introduced: May 6, 2024
 Date Advertised: May 9, 2024
 Date Adopted: June 10, 2024


 Courtney Peters-Manning
 Mayor

Attest:


 Katherine Fenton-Newman
 Municipal Clerk