

CRESCENT PARK VFW #9563  
52 ESSEX AVE  
BELLMAWR, NJ 08031

**FEES AND INSTRUCTIONS FOR COMPLETING USER INFORMATION  
FORM & USE OF PREMISES AGREEMENT**

1. Please complete and/or sign the user information form, use of premises agreement, and caterer's agreement and return the originals to the Rental Chairman along with required certificates of insurance, user fee, and deposits made payable to Crescent Park VFW 9563.

A. User Fees:

BALLROOM: Accommodates maximum of 120 seated occupants.

B. Deposit Upon Contract Execution:

BALLROOM: - Hall fee deposit: \$200.00.

C. Insurance Requirements: Must provide a certificate of insurance for liability insurance naming Crescent Park VFW 9563 an additional insured's with limits of \$1,000,000. (This may be obtained through your homeowners policy or renters insurance free of charge).

**\*There is no insurance coverage or indemnification whatsoever extended by the Lessor or its insurance policies to provide Liquor Legal Liability Insurance, Host Liquor Legal Liability Insurance or Insurance of any kind to the Lessee relating to any and all losses related directly or indirectly to the offering, providing or permitting or any use, whether intentional or not, of intoxicating and/or alcoholic beverages to any individual." If there will be alcohol you will need to provide a certificate for one of the following:**

- **It is the responsibility of the user to acquire a SOCIAL PERMIT for the purpose of serving alcohol. – Required by NJ ABC regulations**

If you have any questions, please contact VFW at 856-931-9724. We look forward to working with you to make your event successful.

Thank you,

VFW POST Commander

Jesse Vitkow

*Jesse Vitkow*

BELLMAWR BALLROOM  
USER INFORMATION

NAME OF USER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

EVENT COORDINATOR (Required): \_\_\_\_\_

EVENT COORDINATOR PHONE: \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE #: (H) \_\_\_\_\_

CELL #: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

NUMBER OF GUESTS/ATTENDEES: \_\_\_\_\_

I have read and understand the terms and conditions of the user agreement and I fully comprehend my duties and obligations thereunder, should I enter into the agreement I will provide all required certificates and deposits and hold harmless and indemnify all parties involved. . . With that understanding, I have hereunto set my hand.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

USE OF PREMISES AGREEMENT

Crescent Park VFW 9563, a Non-Profit Corporation in the State of New Jersey, hereinafter called Owner, hereby grants unto, \_\_\_\_\_ hereinafter called User, the following right to use the applicable facility, either:

a. \_\_\_\_\_ The Ballroom

on \_\_\_\_\_ (date), event begins at \_\_\_\_\_ and ends at \_\_\_\_\_ for the fee of \$ \_\_\_\_\_. All events must close by 11:30 pm to observe Borough of Bellmawr ordinances.

Any portion of an additional hour shall be \$ \_\_\_\_\_

User shall have access to the building beginning at \_\_\_\_\_ (time/date)

Witnesseth that for and in consideration of the covenants and premises herein contained. Owner does hereby grant to user the right to the use of the above premises for the date, time and purpose set forth above and on the conditions hereinafter set forth;

- Owner Covenants:
  - a. The owner agrees to furnish light heat, air and toilet facilities.
  - b. The premises will be available to user on the date herein specified. The user will be given access to the premises **on the agreed times and date.**
  - c. Owner's representative will be on the premises throughout the event and will lock all doors to secure the premises at the conclusion of the event.
  - d. User and caterers will be allowed \_\_\_\_\_ hour(s), time and date, following the event to conclude their activities/obligations and vacate the premises. **These dates and times shall be strictly adhered too.**

1. Deposits

- A. Premises. User Fee(s) Deposit: The user shall, at the signing of this agreement, deposit with owner, a security for performance of all the terms, covenants, and conditions of the agreement as follows

These deposits are to be retained by the owner until the expiration of this Agreement and that a check shall be returnable to user provided that:

- A. The user does not exceed the number of guests agreed upon;
- B. The user has vacated the premises;
- C. The owner has inspected the premises after such vacating;
- D. User has complied with all the terms, covenants and conditions of this Agreement, and the Usage Checklist, in which event the deposit shall be returned to user within 10 days after termination of Agreement and vacation of the premises; otherwise the deposit or any part thereof may be retained by the owner at its option, as liquidated damages, or may be applied by the owner against any actual loss, damage or injury chargeable under the terms of this agreement or otherwise to the user. If the owner determines that such loss, damage or injury equals or exceeds the amount of the deposit. Replacement charges shall be deducted for breakage, damage and/or missing items. The owner's

determination of the amount, if any, to be returned to the user shall be final. Failure to leave the facility in same condition as prior to use shall constitute cause for forfeiture of security deposit. It is the responsibility of user to inspect the premises prior to use and to confirm that there are no damages.

2. Reservation

To reserve a date a \$200 deposit, not transferable to another date, must be paid. In the event of cancellation less than six (6) months prior to the event, the user will forfeit the deposit. In the event of cancellation more than six (6) months prior to the event, the user will receive back the deposit less a 25% service charge. ( Hall Chairman will determine emergency cancellations try to work with user )

3. User Fee

The user agrees to pay the full user cost, as set forth above, **not less than ten (10) days** before the effective date of this usage, in the event of nonpayment within such time, the owner may, as its option, cancel this agreement without notice to the user.

4. Security & Protection

User shall be responsible for security to protect persons and property. If during the function for which this agreement applies, any local, state, or federal laws or ordinances, including ordinances prohibiting disorderly conduct, are being violated by user or guests then owner may require that the premises be immediately vacated and user will not be entitled to refund of any portion of the fee paid. Owner does not accept responsibility for determining such violations. It is understood and agreed that Owner shall not be responsible for security to persons or property.

5. User's Personal Responsibility for Maintenance of Order:

The user shall be responsible for the preservation and maintenance of order on the premises during the term of use of the premises and further agrees that user shall personally become liable for any violation of any law, Township, State or Federal occurring on the demised premises during the user period. No food or beverage is permitted on the dance floor at any time with the exception of the cocktail hour. No food or beverage is permitted outside of the buildings.

User acknowledges Borough of Bellmawr Noise Control Ordinance and agrees to become cognizant of the Ordinance, abide by its requirements and instruct user's guests, entertainment to conform to its noise level requirements. ( Owner has right to alter music/noise volume at his/her discretion)

6. User's Responsibility for Damage of Personal Property:

The user agrees to be solely responsible for any damage to or loss of any vehicle, personal property of any nature, equipment, food, beverages, or any other items brought onto the premises. The owner shall not be responsible for goods stored on the premises at any time in case of loss by fire, theft, or other casualty. In addition user agrees to be solely responsible for any damage or loss sustained by or caused by any patron, guest (invited or not), employee, or agent of user during use of said premises. User will Hold Owner harmless and agree to defend & indemnify Owner for any injury or property damage arising out of this agreement and/or use of

the Owner's facilities and real property whether the injury or damages arises out of owner's conduct/negligence, the User's conduct/negligence or that of any other person and/or entity. The terms and conditions of this Use Agreement between owner and user are not intended by the parties to the Use Agreement to confer rights upon any third parties or to create any duties, obligations or responsibilities to any third persons, parties or entities. The agreement between owner and user is intended solely to allocate responsibility between owner and user. Nothing in this agreement is intended to create obligations to a person, party or entity other than between the named parties to the User Agreement.

7. User's Responsibility for Personal Injuries:

The user agrees to be solely responsible for any injury or damage, personal or otherwise, suffered or caused to or by any patron, guest (invited or not), employee, or agent of the user, or any person in and about said premises during use thereof by user, including but not limited to injury caused by serving of food or beverage. User will Hold Owner harmless and agree to defend & indemnify Owner for any injury or property damage arising out of this agreement and/or use of the Owner's facilities and real property whether the injuries or damages arise out of owner's conduct/negligence, the User's conduct/negligence or that of any other person and/or entity. The terms and conditions of this Use Agreement between owner and user are not intended by the parties to this Use Agreement to confer rights upon any third parties or to create any duties, obligations, or responsibilities to any third persons, parties or entities. The Agreement between owner and user is intended solely to allocate responsibility between owner and user. Nothing in this Agreement is intended to create obligations to a person, party or entity other than between the named parties to the Use Agreement.

8. User's Duties: Fire Risks, Health, Unlawful Acts:

User shall not do or permit anything to be done in or about the premises which will in any way increase the risk of fire to the building or violate any rules, regulations, ordinances of the CRESCENT PARK VFW BALLROOM (including those promulgated by the Board of Health), borough, state or federal statutes.

9. User's Responsibilities for Damages to Premises

If said premises, or any portion of said building during the use of the premises, shall be damaged by the act of default or negligence of the user, or of that the user's agent, employee or employees, guest (invited or not), or any person admitted to the said premises by said user, the user will pay to the owner, upon demand, such sum as shall be necessary to restore said premises to their prior conditions. The user hereby assumes full responsibility for the character, acts and conducts of all persons admitted to said premises, or to any portion of said building by the consent of the said user, any person acting for and on behalf of the said user.

10. Alterations to Premises Prohibited

User shall not injure, mark or in any manner deface, said premises and shall not cause nor permit anything to be done whereby the said premises shall be in any manner injured, marked or defaced, nor shall user drive or permit to be driven any nails, hooks, tacks, tape or screws in any

part of the said building, nor shall user make, or allow to be made, any alterations of any kind therein. No confetti or such is permitted.

#### 11. Duties Regarding Alcoholic Beverages

Alcoholic beverages will not under any circumstances, be sold in or about the premises, nor will such beverages be served or permitted for use by minors. If alcoholic beverages of any type will be served

Host Liquor Liability or Special Events Liquor Liability certificate in the limits of \$1,000,000 naming the Crescent Park VFW 9563 as an additional insured's. There is no insurance coverage or indemnification whatsoever extended by the Lessor or its insurance policies to provide Liquor Legal Liability Insurance, Host Liquor Legal Liability Insurance or Insurance of any kind to the Lessee relating to any and all losses related directly or indirectly to the offering, providing or permitting or any use, whether intentional or not, of intoxicating and/or alcoholic beverages to any individual

#### 12. User's Exclusive Possession

The user shall have exclusive possession and control of the part and only that part of the buildings/grounds designated and covered by this agreement during the usage period and agrees not to assign or sublet the premises or any part thereof.

#### 13. Owner's Right to Inspect

Owner reserves the right to have its duly authorized agent be present, inspect or visit the used premises and to enter the used premises at any time to protect or repair the property and to take possession thereof upon violation of any law or ordinance, whether Borough, State, or Federal.

#### 14. User to Promptly Vacate at Expiration

The user agrees to promptly vacate the premises at the expiration of the herein agreed upon hours of use within 30 minutes after the scheduled ending time.

#### 15. Parking Lot Use

On-site parking space use for the user and user's guests will be established at the direction and discretion of the owner.

#### 16. Event of Destruction/Damage to Premises

In case the building of owner shall be destroyed or damaged or if by any casualty or unforeseen occurrence, the fulfillment of this contract by owner shall become impossible, Owner shall not in any case be held liable or responsible in any manner to user, for any damage caused thereby, but shall only be required to return such amount of fee as user shall have paid.

#### 17. Nature of Agreement

The parties hereby acknowledge that owner is granting to user a temporary license to use the premises only on the date and during the time as contained herein. Nothing herein shall grant to user an interest in the premises nor is their agreement to be construed as a lease. Accordingly at the end of the use period user shall immediately vacate the premises and remove all of their personal property upon the premises.

18. Owner's Right of Cancellation

User agrees that the use of the premises granted hereby is for lawful personal use of the user and guests. It is understood that owner may cancel this agreement at any time. Upon cancellation, unused user fees will be returned to user whereupon all rights and privileges of the user to the use of the premises shall thereupon terminate. In the event the owner exercises its right to cancel this agreement, User waives all rights to bring any legal action for any type of damages to user or his guests by reason of the cancellation.

19. User's Waiver and Release to Owner

In consideration of Crescent Park VFW 9563 accepting this application and granting use of the named premises, to the fullest extent permitted by law user agrees to defend, pay on behalf of, indemnify and hold harmless the Crescent Park VFW 9563 for demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

20. Entire Agreement

This Agreement contains the entire understanding between the parties, and no other agreement will be recognized as binding upon either party. The Parties agree that the representations contained in the User Information Form are material and are incorporated into this agreement. This Agreement shall be interpreted under the Laws of the State of New Jersey

21. Binding upon Successors

This Agreement shall bind the respective parties, their heirs, executors, administrators and successors. (If user is a corporation, designation of an individual responsible party)

In witness whereof the parties have hereunto set their hands and seals this \_\_\_\_\_ day of the month \_\_\_\_\_, year \_\_\_\_\_.

User: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: Patrick Marioni Print name: Patrick Marioni  
Ballroom Chairperson

**BELLMAWR BALLROOM**  
**USAGE CHECKLIST**

Please keep and refer to this list during and after your event.

- Please do not use tape on the walls or any location in the Ballroom. Usage of confetti or similar is strictly prohibited.
- Bag & place all trash in appropriate dumpster – recycle or trash
- Clean up kitchen and remove all food and drinks
- Regulation of heat or air can only be done by bartender or Crescent Park Representative
- Remove any signs you may have placed inside or outside.

**CRESCENT PARK VFW 9563**  
**User Fees and Security Deposit Schedule**

\*Hall Fee covers four hour of hall use and VFW bartender . Each hour after is \$125.00 that must be approved by your event bartender on day of event and paid before time expires.\*

Hall Fee*	Hall Deposit	Total at Booking	Amount due 10 days before event	Refund within 30 days after event	Possible Security Risks*	
\$550.00	\$200.00	\$200.00	\$550.00	\$200.00	\$100.00	

\*Maximum amount of people in attendance shall be determined by the Fire Marshal.



## Security Deposit Risks\*

Crescent Park VFW 9563 Ballroom's staff and assigned event coordinator must sign and timestamp this document. If signature is not obtained or any of these items are not checked off, full security deposit will be retained.

- No food or drink permitted outdoors. \_\_\_\_\_
- Bar and music must stop by end time per contract. Clean up to begin immediately following end time.
- \_\_\_\_\_
- Trash bags must be placed in the dumpster. \_\_\_\_\_
- Hall, kitchen, and bar area are cleaned. \_\_\_\_\_
- No tape or objects placed onto walls \_\_\_\_\_
- Additional problems cited by Ballroom Representative
- \_\_\_\_\_
- Sticky floor
- \_\_\_\_\_

The above are to be completed and signed by both user and Ballroom Staff prior to User leaving day of affair

**\*Full security deposit will be retaining if the above are not adhered to.**

Renter Signature at time of contract \_\_\_\_\_

Event coordinator name \_\_\_\_\_

Bellmawr Ballroom/ Mini Hall Signature \_\_\_\_\_

Event Coordinator Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

## **LIQUOR LIABILITY INSURANCE**

### **\*\*\*NO INSURANCE, NO ALCOHOLIC BEVERAGES \*\*\***

LIQUOR LIABILITY INSURANCE IS DESIGNED TO PROTECT EVENT HOSTS AND SMALL BUSINESS OWNERS FROM THE FINANCIAL CONSEQUENCES ARISING OUT OF VARIOUS POTENTIAL LIABILITIES THAT RESULT FROM THEIR GUESTS CONSUMING ALCOHOL ON THEIR PREMISES OR AT THEIR GATHERINGS. PEOPLE ATTEND YOUR EVENT EXPECTING TO HAVE A GOOD TIME.

### **\*\*\*THERE IS NO INSURANCE COVERAGE OR INDEMNIFICATION\*\*\***

WHATSOEVER EXTENDER BY THE LESSOR OR ITS INSURANCE POLICIES TO PROVIDE LIQUOR LEGAL LIABILITY INSURANCE, HOST LIQUOR LEGAL LIABILITY INSURANCE OR INSURANCE OF ANY KIND TO THE LESSEE RELATING TO ANY AND ALL LOSSES RELATED DIRECTLY OR INDIRECTLY TO THE OFFERING, PROVIDING OR PERMITTING OR ANY USE, WHETHER INTENTIONAL OR NOT OF INTOXICATING AND/ OR ALCOHOLIC BEVERAGES TO ANY INDIVIDUAL.

**!! NO CANS OR GLASS BOTTLES IN RENTAL HALL !!**

IF THERE WILL BE ALCOHOL YOU WILL NEED TO PROVIDE A CERTIFICATE FOR ONE OF THE FOLLOWING:

(WINE AND BEER ONLY!) - HOST LIQUOR LIABILITY INSURANCE NAMING: BELLMAWR PARK VOL. FIRE CO. AND THE BOROUGH OF BELLMAWR, INCLUDING ALL ELECTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS.) AS AN ADDITIONAL INSURED'S WITH LIMITS OF \$1,000,000 (this may be obtained through your homeowners policy or renters insurance, you will need to check.)

### **\*\*\*HARD LIQUOR SERVED\*\*\***

SPECIAL EVENTS LIQUOR LIABILITY INSURANCE. THIS WILL HAVE TO BE PURCHASED. INSURANCE CERTIFICATE NAMING : *CRESCENT PARK VFW POST 9563 BELLMAWR, NJ*, INCLUDING ALL

ELECTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS.) AS AN ADDITIONAL INSURED'S WITH LIMITS OF \$1,000,000.

\*\* YOUR LIQUOR LIABILITY INSURANCE MUST BE GIVEN AT THE TIME OF YOUR FINAL RENTAL PAYMENT. \*\*

**!! NO GLASS BOTTLES IN RENTAL HALL!!**

**EVENT INSURANCE, if your Homeowners does not cover**

**Event Helper** - 855 - 493 - 8368 10:00am to 7:00pm Mon - Fri.

([threeventhelper.com](http://threeventhelper.com) )

Sadler Insurance 800 - 622 - 7370

Gannon Insurance ask for Joann Shuster - 215-335 2411

**Cover Smart**

[getcoversmart.com](http://getcoversmart.com)

**Front Row Insurance Brokers**

[events.frontrowinsurance.com](http://events.frontrowinsurance.com)

- 14156 Magnolia Blvd., Suite 200 Sherman Oaks, CA 91423
- [usevents@frontrowinsurance.com](mailto:usevents@frontrowinsurance.com)
- Ph: 424-329-2446 ext. 1005

**Edgewood Associates Inc.**

Phone Number(609) 646-1000

Fax Number (609) 569-0260

3 Harker Avenue

Berlin, NJ 08009

Monday8:30 AM - 4:30 PM

Tuesday8:30 AM - 4:30 PM

Wednesday8:30 AM - 4:30 PM