

Upper Township

PO Box 205

Tuckahoe, NJ 08250

609-628-2011 Ext. 200 Main Office

Application for Use of Facilities

For Township Use Only

Received by: _____

Date received: _____

Date Cc to PW: _____

Approved by: _____

Resolution No.: _____

Name of Event: _____ Number of attendees: _____

Applicant/Organization: _____, if more than one person or entity, jointly, severally and in the alternative.

Address: _____ City: _____ State: _____ Zip Code: _____

Person Responsible:

Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: (H) _____ (C) _____ Email: _____

The Applicant requests the use of the facilities listed below:

Name and Location of Facility (ies): _____

Area Requested: _____

Community Center:

Multi-purpose room _____ Gym _____ and/or Refreshment stand _____

(Keys to the Community Center must be obtained from the Recreation office prior to the event during regular business hours M-F 7:00-3:00 p.m.)

Equipment and/or Special Requests: _____

For the following purpose, (describe in detail): _____

On the following date(s): (please include month, day, year) Start Date: _____ End Date: _____

NOTE: Attach Schedule if multi-day event

Specify the hours of use: (allow for setup & breakdown)

Time: From: _____ To _____

Will juveniles be present? Yes _____ No _____ If Yes, what ages? _____

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Please note: The serving of alcoholic beverages at any Township facility is strictly forbidden.

Insurance Certificate: Attach a copy of certificate of insurance coverage for this activity naming the Township of Upper as Certificate Holder, and Additional Insured and other requirements as specified on attached Exhibit B. Insurance Certificate -- _____ Attached

I have received a copy of the **Municipality Use of Facilities Agreement** and I agree to abide by and comply with the terms of that Agreement. I hereby certify that the facility will be used in accordance with Upper Township Policy. I further agree to hold harmless Upper Township for any injury or loss arising from the use of this facility.

Signature DATE: _____

Print Name and Organization

If more than one person or entity

Signing individually and as _____ of _____
Title Name of Organization

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility (ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

EXHIBIT A

Use of Facilities Agreement

Upper Township, PO Box 205, Tuckahoe, NJ 08250, a Municipality of the State of New Jersey, hereinafter referred to as “**MUNICIPALITY**”, hereby agrees to allow: _____

(Name of Person(s) and Organization), if more than one person or entity, jointly, severally and in the alternative.

Hereinafter referred to as “**USER**”, to use the facilities listed below: _____

(Name and Location of Facility(ies))

Hereinafter referred to as “**FACILITY (IES)**”

For: _____
(State the Purpose)

on the following date(s): _____ & _____

The above **USER** shall inspect the described **FACILITY(IES)** prior to the use of the **FACILITY (IES)** and report any defective, hazardous or dangerous conditions found at the **FACILITY(IES)** to:

**Recreation Department-609-628-2011 Ext. 248, or
Clerk’s Office 609-628-2011 Ext. 200,**

USER shall immediately cease the use of the **FACILITY(IES)** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

INDEMNIFICATION

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER**’s use of the named Facilities, including all suits or actions of every kind or description brought against the

MUNICIPALITY, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule (Schedule B) and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER**'s use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement (*Exhibit A*), **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule (*Exhibit B*), and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required (*see Exhibit B for required wording*). On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on this _____ day of _____, 20_____.

USER:
Signature _____

Print Name

TOWNSHIP OF UPPER:

Signature

If more than one person or entity signing individually and as

Title
of _____
Name of Organization

Print Name

Witness

EXHIBIT B

Schedule of Insurance*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the “**MUNICIPALITY**”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

MUNICIPALITY shall be named as an “Additional Insured” which must read as follows:

“Township of Upper, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.”

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**’s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.