

BOROUGH OF OCEAN GATE

APPLICATION AND AGREEMENT FOR USE OF BOROUGH FACILITIES

Applicant: _____ **Address:** _____

Phone: _____ **Facility requested:** _____

Event: _____ **Date/Times requested:** _____

In agreement with the conditions set forth below:

1. Applicant must submit a deposit in the amount of \$150.00, this will be returned after inspection of the facility following the event. Also, \$250.00 donation for the use of facility. Applicant must submit proof of liability insurance for \$300,000.00 and cover all activities, including liquor liability. The Borough shall be named as an additional insured and be held harmless.
2. The facility must be cleaned and returned to the original condition before the event. No thumbtacks, staples, nails, tape or other fasteners shall be allowed. Applicant is not to use the audio equipment. All activity must cease at midnight, lights out and doors locked.
3. The applicant agrees to conform with State and local fire codes. Attendance at each occasion is to be no more than 93 seated and 300 standing.
4. Applicant will be responsible for any damages by malicious or rowdy activity by persons attending the event and will be deducted from the security deposit. Upon inspection by the Borough the following day, security deposit or portion thereof will be returned to applicant.
5. Applicant, upon approval agrees to be responsible for any damages and liability arising from use in and out of the premises and will indemnify, defend and hold harmless the Borough of Ocean Gate and it's officials, employees and volunteers.
6. For your convenience a detailed checklist of your responsibilities for this rental will be provided with your receipt.

Date Approved: _____

Borough Official

Applicant

Deposit received (\$150.00) _____ returned _____

Balance received _____

Insurance _____

BOROUGH OF OCEAN GATE
HOLD HARMLESS AGREEMENT

Between the Borough of Ocean Gate and _____.
Witnesseth:

1. In consideration of permission to use the public facility described below on the _____ of _____, 20__, the applicant does hereby covenant and agree to save and hold harmless the Borough of Ocean Gate, it's agents, servants and employees harmless from any and all liabilities or costs arising out of the use of the described premises by the applicant, the applicant's guests, or other persons.
2. The applicant has furnished the required Certificate of Insurance described below as an additional inducement to the permission for the use of the premises:

Name of Insurance Carrier: _____

Certificate Number: _____

Limits of Liability: _____

Property Damage: _____

Public Liability: _____

A true copy of the Certificate of Insurance is attached hereto: _____

3. The facilities will be used for the following purpose: _____

Number of persons expected to attend: _____

Alcoholic beverages will _____ will not _____ be served.

4. The applicant is:

_____ Non-profit Association _____ An Individual _____ A Profit Making Organization

5. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described and is valid only for the activity described herein. The Hold Harmless Agreement shall be applicable to any claim asserted against the Municipality or any loss incurred arising out of the applicant's activity whether or not same extends beyond the permitted type or locale of activity or occurs on a different date than specified.

6. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Ocean Gate for any suit arising out of the applicant's use of the premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the Borough of Ocean Gate for any costs incurred by it for any person or organization acting on it's behalf.

7. The undersigned is authorized to execute this Hold harmless Agreement as the binding act of the applicant.

Applicant: _____

Borough Representative: _____

Date: _____