

**HOLD HARMLESS AGREEMENT  
BETWEEN THE BOROUGH OF ATLANTIC HIGHLANDS, MONMOUTH  
COUNTY, NEW JERSEY AND**

(applicant) \_\_\_\_\_

WITNESSETH:

In consideration of permission to use the public facility described below on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant does hereby covenant and agree to save and hold the Borough of Atlantic Highlands, its agents, servants and employees harmless from any and all liabilities or costs arising from our use of the described premises by the applicant, the applicant's invitees, or other persons.

The facilities will be used for the following purpose and no other:

\_\_\_\_\_  
\_\_\_\_\_

Number of persons expected to attend: \_\_\_\_\_

The applicant is: \_\_\_\_\_ Non-profit corporation  
\_\_\_\_\_ Non-profit association  
\_\_\_\_\_ An individual  
\_\_\_\_\_ A profit making organization  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

If the applicant is an association or corporation the undersigned certifies that the execution of the Hold Harmless Agreement has been duly authorized.

The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Notwithstanding the foregoing, however, this Hold Harmless Agreement shall be applicable to any claim asserted against the Borough of Atlantic Highlands 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.

The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Atlantic Highlands 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 defense, the applicant will reimburse the Borough of Atlantic Highlands for any costs incurred by it for any person or organization acting on its behalf.

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

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Applicant (person's name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counter-signed

The applicant has furnished a true copy of the Certificate of Liability Insurance and is attached hereto.

# CONDITIONS

## USE OF BOROUGH FACILITIES

Use of Borough facilities will be processed and approved through the Special Events Committee and/or the Mayor and Council.

## INDIVIDUALS OR ORGANIZATIONS SHALL AGREE AND COMPLY WITH THE FOLLOWING:

Applicant shall submit general liability insurance certificate covering bodily injury and property damage, minimum of \$500,000/1 million per loss liability. The Borough of Atlantic Highlands shall be named co-insured and the applicant shall also execute the Hold Harmless Agreement. (Note: Certificate of Insurance and Hold Harmless agreement shall be submitted in advance for review and approval).

All national and state laws, local ordinances, rules and directions of the police and fire marshal, the Mayor and Council governing public assemblies, must be observed.

The holder of a permit to use Borough facilities must provide sufficient fire and police protection, at the applicant's cost, when recommended by the Special Events Committee.

Any permit may be revoked at any time, and shall not be considered as a lease. Fees charged shall not be considered as rental charges, but will be limited to operating expenses with a reasonable allowance for heat, power, wear and tear, and personnel costs.

Borough officials shall have free access to the Borough facility and may revoke or limit the permit granted if such action appears in the public interest.

All fees shall be paid when application is submitted to the Special Events Committee Secretary. The application fee is non-refundable.

Any applicant having a Block Party should make all residence on the Block aware of the event as much in advance as possible.

The applicant assumes full responsibility for the Borough facility and shall provide adequate supervision for all participants.