

HOLD HARMLESS AND INDEMINIFICATION AGREEMENT

BETWEEN

BOROUGH OF MANASQUAN, a municipal corporation of the State of New Jersey, having offices at 201 East Main Street, Manasquan, NJ 08736

AND

Outside Organization utilizing Municipal Property or Facilities

Address (Not Post Office Box)

Telephone Number

Organization Type (Individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit), Association, Limited Liability Company, Club, Public Entity)

In consideration of the use of municipal property or facilities on _____, 20____ the undersigned Outside Organization agrees to indemnify and hold harmless the Borough of Manasquan, its officers, agents and/or employees from any and all liability, claims, costs, including reasonable attorneys fees, arising out of the use of municipal property or facilities by this Outside Organization.

The undersigned understands and acknowledges that this hold harmless and indemnification agreement requires that Manasquan be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person attending the event referred to in this agreement. This hold harmless and indemnification agreement shall also pertain to any claims due to Manasquan’s negligence. The undersigned further agrees to release any claim that they may now have or have in the future against Manasquan relating to the

use of municipal property or facilities, including claims due to Manasquan's negligence.

The undersigned further agrees to furnish Manasquan with a Certificate of Insurance naming the Borough of Manasquan as an insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.

In order to induce Manasquan to accept this hold harmless and indemnification agreement, the following information concerning the intended use of municipal property or facilities is provided:

- a. The purpose of the event is _____

- b. The total number of persons anticipated to attend this event is _____
- c. Alcoholic beverages (will) or (will not) be served.
- d. Live entertainment (will) or (will not) be provided.
- e. Other _____

This agreement has been signed on this _____ day of _____, 20

By an authorized person of the Outside Organization sponsoring this event.

Witness:

Name of Outside Organization

Authorized Signature

INSURANCE DISCLOSURE STATEMENT

The Outside Organization acknowledges that Manasquan has disclosed that it does not maintain any regular or special insurance coverage for any Outside Organization (individual(s), partnership, corporation (profit), corporation (not for profit), association, limited liability company, club, public entity, or similar entity) using municipal property or facilities. Manasquan's authorization to an Outside Organization to use its public property or facilities is merely an accommodation to the Outside Organization. The Outside Organization acknowledges that Manasquan does not maintain any regular or special insurance coverage relating to the event to be held by the Outside organization. The individual signing this agreement agrees to make all participants in the event aware of this disclosure.