

Borough of Wenonah
Office of Municipal Clerk
1 South West Avenue, Wenonah, NJ 08090
ksweeney@boroughofwenonah.com
(856)468-5228

Wenonah Borough Train Station Use Request form

This form is for Borough organization requests for meetings or small events at the Train Station property (Jack C. Sheppard Community Center). Due to the property age and size, use of this property is limited to Wenonah-based organizations. Occupancy of the train station is limited to 44 people.

Applicant Organization	
Requestor's name	
Address	
Phone number	
Email	
Date (for multiple dates, attach list)	
Times	
Event type (check one)	☐ Meeting ☐ Other (describe):

Please read the back of this form (Agreement) before signing below.

Reminders:

- No alcohol permitted without an approved NJ Social Affairs permit and COI
- No open flames are permitted, including steam tables (i.e. sterno) or candles.

Requestor's Signature:

I have read the Agreement on the reverse side and will follow all Borough rules and regulations.

Signature

Date

Printed Name

Borough (Owner) Approval:

Council Member or Mayor

Date

Borough Clerk

Date

This is an agreement between the above-named Applicant and the Borough of Wenonah, a Municipal Corporation of the State of New Jersey ("Owner"). If more than one organization or person is named above, and executes this Agreement below, each of them shall be jointly and severally responsible under this Agreement. In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **Permission to Use.** The Owner hereby gives permission to use the Borough facility during the Time Period and for the Type of Event ("Event") listed above. The Event may take place only in the Borough Facility listed above. Applicant's use of the Borough Facility shall not constitute a tenancy of any kind; this Agreement is not a lease. This permission is personal to the Applicant and may not be assigned by Applicant in whole or in part.
 2. **Catering Food and Beverages.** The Owner does not sell, serve, or furnish food or beverages of any kind. The Applicant may provide their own or engage a caterer to serve food and beverage during the Event, but the Applicant and caterer take full responsibility in doing so. Applicant and/or caterer also take full responsibility for complying with the New Jersey alcoholic beverage laws. No one shall sell alcoholic beverages of any kind on the Owner's premises. The Applicant and /or caterer shall not furnish or serve alcoholic beverages to anyone. The Owner does not have a license or permit for the provision of alcoholic beverages and any such permit or license, if required, must be obtained by the Applicant or the Applicant's caterer, and only with the express permission of the Borough Council ("Owner"). No alcohol permitted without NJ Social Affairs permit issued before the event which may require up to four weeks for approval.
 3. **Purpose and Restrictions.** Organization may not use the Borough Facility for any purpose other than the Event as described above. Organization shall not use the Borough Facility for any unlawful purpose or for any purposes inconsistent with the purposes of the Owner. Organization shall not constitute a nuisance or may cause damage or waste to the borough Facility in any way. The Owner shall have the right to terminate this Agreement and close the Borough Facility in the event of any violation of this Agreement, and doing so shall not obligate the Owner in any way. Smoking is prohibited anywhere inside Borough buildings. Borough buildings should not be used for any activities using ignition sources, such as candlelight meetings. Applicant may not affix anything to park trees, outdoor structures in parks, or exterior or interior building walls or ceiling or roof of Train Station without prior written consent of the Borough Administrator.
 4. **Waiver of Subrogation.** All Insurance policies carried by the Applicant covering the Event and the Borough Facility, and all property located therein, including, but not limited to, contents, fire, and casualty insurance, shall expressly waive any right on the part of the insurer against the Owner.
 5. **Indemnification.** Applicant shall indemnify, defend, and hold harmless the Owner, its elected and appointed officials, its agents, employees and volunteers from any claims, demands, expenses, attorney's fees and liability arising out of Applicant's use. In addition, Applicant, for itself and for all of its employees, agents, members, guests, and invitees, and for all persons who may come upon the Borough Facility or adjoining areas and grounds during Applicant's use of the Borough Facility, hereby agrees that the Owner, its elected and appointed officials, its agents, employees and volunteers shall not be liable in any way for any matter, cause, thing, action or omission with respect to Borough Facility or the adjoining areas and grounds or the respect to Applicant's use of the hereby released and discharged of any and all liability of any kind, including personal injury, death and/or property damage, with respect thereto. Owner and Applicant are not partners, joint ventures, principals, agents or otherwise related in any way.
 6. **Inspection.** Owner and its representatives shall have the right to always enter and upon Borough Facility or any part thereof during the Event for the purpose of examining same for compliance with state and local regulations or ordinances, and/or making such repairs or alterations therein as they may deem necessary.
- Covenants Binding.** The terms, covenants, and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors, and assigns.