

HOLD HARMLESS AGREEMENT

BETWEEN THE MUNICIPALITY OF THE BOROUGH/TOWNSHIP OF _____

AND: _____

(APPLICANT)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the (date) _____, the applicant does hereby covenant and agree to save and hold the Municipality of Toms River, its 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 invitees, or other persons.

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

Number of persons expected to attend: _____

Alcoholic beverages will _____ will not _____ be served at the event.

3. The applicant is: _____ non-profit corporation
_____ non-profit association
_____ an individual
_____ a profit-making organization

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

4. 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 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.

5. The applicant specifically agrees that this indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough/Township of Toms River Township 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 Township for any costs incurred by it for any person or organization acting on its behalf.

6. The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant.
Witness: _____ Application By: _____

Date: _____

Person's name and title

Counter-signed by: _____

Person's name and title

The applicant has furnished the 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 _____

Note: Minimum insurance required S.L. \$1,000,000. Subject to review by Executive Director/Administrator.

Name of Organization _____

Name of Person in Charge _____

Home Address _____

Home Phone Number _____ Business _____