

Use of Facilities Agreement

Borough of Penns Grove, a Municipality of the State of New Jersey, hereinafter referred to as
“**MUNICIPALITY**”, hereby agrees to allow
_____ (*Name of Person(s) or Organization*)

hereinafter referred to as “**USER**”, to use the facilities listed below:

Name and Location of **FACILITY(IES)**:

hereinafter referred to as “**FACILITY(IES)**”

for _____
(*State the Purpose*)

on the following date(s): _____

The above **USER** shall inspect the described **FACILITY(IES)** prior to the use of the **FACILITY(IES)** and report any defective, hazardous or dangerous conditions found at the **FACILITY(IES)** to

_____ at **MUNICIPALITY**, and **USER** shall
(*Name and Tel. Number*)

immediately cease the use of the **FACILITY (IES)** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

COVID-19

USER verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance with the CDC Guidelines, DOH Guidelines and the State of New Jersey Governor’s Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs which can be reviewed at:

https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html.

Indemnification

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER's** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this ____ day of _____, 20 ____.

USER

MUNICIPALITY

Witness

Witness

Schedule of Insurance*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the "**MUNICIPALITY**":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

MUNICIPALITY shall be named as an "Additional Insured".

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

- * Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that "Liquor Liability or Host Liquor Liability" coverage be provided by **USER**. For certain uses, it may be recommended that coverage for "Spectators" and/or "Athletic Participants" be required or that Sports Accident coverage be maintained by the **USER**.

TULIP Program Refund

How to Cancel Your Event Insurance:

Coverage purchased via the TULIP website is fully refundable if the following conditions are met:

1. The insured event did not occur.
2. Notification was given to us prior to the effective date of coverage. Please be advised that coverage begins at 12:01 am on said effective date.

We will not cancel coverage or refund any premium once the coverage becomes effective.

In order to cancel your certificate, you will need:

1. The order number from your receipt.
2. The last 4 digits of the credit card used for purchase.
3. The effective date of your certificate must be later than the current date.
4. Your purchase must have occurred within 60 days of the current date.

To cancel coverage and receive a refund:

Proceed to the TULIP website

<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>

1. Scroll to the bottom of the page.
2. Click on "Cancel Your Insurance".



Call 1-800-507-8414 with any questions.

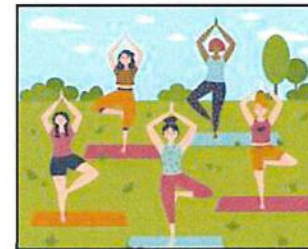
TULIP:

Tenant User Liability Insurance Program

Insurance Policy for Users of Municipal Facilities Covering Special Events

YOUR MUNICIPAL VENUE ID CODE:

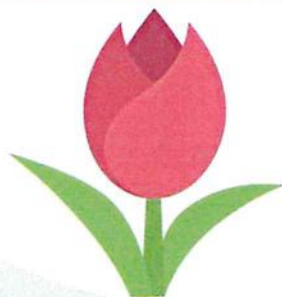
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Tenant User Liability Insurance Policy

- ♦ TULIP is a low cost liability insurance policy that protects both the "Tenant User" and the municipality.
- ♦ A "Tenant User" is any outside party using local government facilities.
- ♦ The policy applies to bodily injury or property damage arising out of the use of the local government's premises by Tenant Users.
- ♦ Premium costs are paid by the Tenant User through a special website via credit card.
- ♦ Premium costs are based on the nature of the event, the number of event days, the number of participants, the level of risk and any special requirements.
- ♦ Coverage can be cancelled by the user. (See back for details.)

Coverage Limits of \$1 million are provided for bodily injury and property damage and cover both the "Tenant User" and the municipality.



How to Obtain The Policy

Secure the Venue ID Code from the municipality who's facility will be used.
(Listed on front cover.)

Log on to:

<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>

- ♦ Enter the Venue ID Code
- ♦ Provide event details and date for event
- ♦ Review quote for policy
- ♦ Enter your contact information
- ♦ Review and confirm entered information
- ♦ Review Summary of Coverage
- ♦ Enter billing information (credit card or e-check)
- ♦ Print confirmation



You will receive an e-mail with a Certificate of Insurance and Binder displaying coverage for your event.

Call 1-800-507-8414 with any questions.

If for any reason you need to cancel coverage prior to the date of your event follow the instructions on the back of this brochure.



TULIP Liability Protection

The Joint Insurance Fund strongly recommends that whenever a municipal location or facility is rented for a special event, the renter (or "tenant user") be required to show proof of liability coverage that will protect the municipality from a third-party lawsuit if a damaging incident occurs at the event.

Many renters can obtain this coverage through their existing insurance (with a rider, if necessary), and only need to give the municipality proof of this coverage. In these cases it is important that your municipality be named as an "***Additional Insured***" and you receive a copy of the "***Additional Insured***" endorsement along with the *Certificate of Insurance*. Your **Risk Management Consultant** can help you obtain these documents if necessary.

For the situations where no other liability insurance is available, the JIF makes it easy for renters to purchase a ***Tenant User Liability Insurance Policy (TULIP)*** in an online process that automatically names your municipality as an "***Additional Insured***" and forwards proof of the coverage to the **Municipal Clerk** via a *Certificate of Insurance*. These *Certificates of Insurance* prove invaluable defending cases against our members where we seek coverage from a third party to respond to liability claims.

All renters/users of municipal facilities should also be required to complete an "***Application for Use of Facilities***" and a "***Use of Facilities Agreement***" in accordance with your local policies and procedures. We have attached sample copies of both for your convenience or you can use those that have been adopted by your municipality.

For those groups that do not carry their own insurance simply hand them the instructions on the following page.

Instructions for Obtaining Insurance for Use of Facilities

All users of municipal facilities must provide evidence of insurance in addition to completing an “*Application for Use of Facilities*” and a “*Use of Facilities Agreement*”. In order to facilitate the purchase of special event insurance our municipality allows you to do so on-line by using your own credit card. You may obtain a quote without obligation to purchase by following the instructions below:

1. Visit the TULIP website at:
<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>
2. For the Venue Name, type the name of our Municipality into the "Search for your Venue" field.
3. Follow the site's remaining instructions. When you have paid for the coverage using your credit card our municipality will automatically receive the proof of insurance we require.
4. In the event you need to cancel coverage you may do so up until the day prior to the event and you will receive a full refund of the premium paid.
5. If further assistance is required please call the TULIP help desk at 800-507-8414 Monday through Friday between 8:30 A.M. and 8:00 P.M. Eastern Time.