



## ***HOLD HARMLESS AGREEMENT***

1. "I/We/Me/My", shall mean one of the following:

AN INDIVIDUAL: Name \_\_\_\_\_

or

AN ORGANIZATION: Name \_\_\_\_\_

2. "You/Your" shall mean the municipal corporation known as the Town of Morristown, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date: \_\_\_\_\_

Site: \_\_\_\_\_

Hours Site is needed: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Activity to be held (describe in detail):

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person **present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.**

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:

a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;

b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I Will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property:

d.) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

e.) I will provide proof of Liquor Liability/Host Liquor Liability Insurance in an amount not less than \$1 million per occurrence for the activity to be held on Your property. I will also provide a Certificate of Insurance showing Liquor Liability/Host Liquor Liability Insurance in the above stated amount and include You as Additional Insured.

7. I also agree that where the municipal officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this paragraph is applicable to the activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A", according to A.M. Best. Said policy shall be in an amount of not less than one million (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance. I agree that you will be listed as the Certificate Holder on the Certificate of Insurance and that I will also supply the Endorsement to my insurance policy that states you are included as an Additional Insured.

Applicable  Not Applicable

**In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.**

8. (Applicable to Corporations Only) I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold-Harmless.

9. LEGAL SIGNATURE

a. Individual: \_\_\_\_\_

OR

b. Individual \_\_\_\_\_ ON BEHALF

OF

\_\_\_\_\_

OR (ORGANIZATION)

c.. Individual: \_\_\_\_\_ Title: \_\_\_\_\_

On behalf of \_\_\_\_\_ Corporation

Address of Individual, Organization or Corporation: \_\_\_\_\_

Home Phone and Work Phone: \_\_\_\_\_

Signature of Person on behalf of the Municipality: \_\_\_\_\_ Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGEMENT**  
**STATE OF NEW JERSEY, COUNTY OF MORRIS**

I CERTIFY than on : \_\_\_\_\_, 20 \_\_\_\_\_ personally came before me and this person acknowledged under the oath, to my satisfaction, that:

a.) This person is the \_\_\_\_\_ of \_\_\_\_\_ the corporation names in the attached document.

b.) This person is the attesting witness to the signing of this document by the proper corporate officer who is \_\_\_\_\_, the \_\_\_\_\_ of the corporation.

c.) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors.

d.) this person knows the proper seal of the corporation which was affixed to this document, and,

e.) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on \_\_\_\_\_, 20 \_\_\_\_\_

Certifying Signature: \_\_\_\_\_

Outside Organizations include: **Profit-making organizations, Non-Profit organizations of such size or structure as would normally carry its own insurance, or any organization that does, in fact, carry its own insurance. Events which present a special exposure (fireworks display, concerts, etc. - \$1 million coverage and Hold Harmless Agreement.**

**USE OF RECREATION FACILITY CHECKLIST**

1. Hold harmless signed and dated in favor of the Town of Morristown,
2. Evidence of general liability insurance (certificate of insurance).
3. The certificate of insurance should be checked for the following items:
  - The "Insured" should read the same as the "Applicant".
  - The "Insurance Company" should be shown in the "Company Affording Coverage" section.
  - Under the "General Liability section of the certificate the following items should be checked (X).
    - \* Comprehensive Form or Premises/Operations
    - \* Contractual Liability
    - \* Liquor Liability/Host Liquor Liability (if liquor is being served)
  - The general liability policy number should be shown on the certificate.
  - The policy "effective" and "expiration" dates should be shown.
  - The "event" date must fall within the policy "effective" and "expiration" dates; otherwise, the insurance will expire before the event.
  - The minimum limits of liability to be shown on the certificate is \$1,000,000 combined single limit for bodily injury and property damage per occurrence and in the aggregate.
  - For profit making organization and larger non-profit corporations/associations the preferred limit is \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 in the aggregate.
  
  - In the "Description of Operations" section, the Town of Morristown should be included as "Additional Insured" as respects to use of the Town of Morristown's facility.
  - The "Certificate Holder" section should show the full name and address of the Town of Morristown.
  - The certificate must be signed by an "authorized representative" from the renter/user's insurance company.