

HOLD HARMLESS AGREEMENT

BETWEEN THE BOROUGH OF DEMAREST AND

(Applicant):

WITNESSETH:

1. In consideration of permission to use the public facility described below on the following date(s) _____, the applicant does hereby covenant and agree to indemnify, save, defend, and hold the Borough of Demarest harmless from any and all liabilities, damages, or costs arising out of or relating to the use of the described premises by the applicant, the applicant's invitees, or other third persons, including by way of example and not limitation, visitors, pedestrians, and passers-by.
2. [If applicable] 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: \$ _____

Note: Minimum Insurance required S.L. 1,000,000 subject to review by Executive Director/Administrator.

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

Number of persons expected to attend: _____
[The applicant's identification number of expected persons to attend shall not be deemed nor construed as a waiver or release of its obligations hereunder in the event the total number of persons in attendance exceeds the applicant's

expectations.]

Alcoholic beverages will ____ will not ____ be served at affair.

4. The applicant is: ____ Non-profit corporation
____ Non-profit association
____ Individuals
____ 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 by an authorized person on behalf of such association or corporation and shall be binding upon such entity.

5. 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 (its agents, servants and employees) or any loss incurred arising out of or relating to the applicant's activity whether or not same extends beyond the permitted type or locale of activity or occurs on different date(s) than specified.
6. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Demarest for any suit or claim arising out of or relating to 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 pay and reimburse the Borough for any and all costs incurred by it for any person or organization acting on its behalf.

7. The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant and each signor shall be jointly and severally liable.

Applicant

Witness:

_____ By: _____
(person's name and title)

| <u>Printed Name</u> | <u>Signature</u> | <u>Address</u> |
|---------------------|------------------|----------------|
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