



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**BETWEEN THE BOROUGH OF RED BANK  
MONMOUTH COUNTY, NEW JERSEY**

**AND**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TAX ID#: \_\_\_\_\_

**WITNESSETH:**

1. In consideration of permission to have street banners hung as set forth hereinafter, the applicant does hereby covenant and agree to indemnify and save and hold the Borough of Red Bank, its agents, servants and employees harmless from any and all liabilities or costs arising out of or relating to the placement and hanging of the requested street banners.

2. The activity for which the banner(s) will be hung is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The applicant is:            \_\_\_\_\_ Non-profit corporation  
   \_\_\_\_\_ Non-profit association  
   \_\_\_\_\_ An individual  
   \_\_\_\_\_ A profit making organization  
   \_\_\_\_\_ Other (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

4. This Indemnification and Hold Harmless Agreement shall be applicable to any and all claims asserted against the Borough of Red Bank or any loss incurred arising out of or related to 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 of Red Bank for any claims arising out of or related to the banner, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the Borough of Red Bank for any costs incurred by it for any person or organization acting on its behalf.

6. The undersigned is authorized to execute this Indemnification and Hold Harmless Agreement as the binding act of the applicant.

Witness:

Applicant:

\_\_\_\_\_

By: \_\_\_\_\_  
(name and title)

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

Counter-signed:

By: \_\_\_\_\_  
(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: REQUIRE \$1,000.00 PER LOSS LIABILITY FOR SPECIAL EVENTS, SUBJECT TO REVIEW AND APPROVAL BY THE BOROUGH ADMINISTRATOR.**

The following additional documents form a part of this Agreement:

1. Application for License to Hang Street Banners
2. Hold Harmless Agreement
3. Certificate of Insurance