

BOROUGH OF RED BANK
90 MONMOUTH STREET
RED BANK, NJ 07701

APPLICATION FOR USE OF BOROUGH FACILITIES
OF THE BOROUGH OF RED BANK

The _____
Name of Organization

Address of Organization

Wishes to make application for the use of _____
on _____ from _____ to _____.
Date Time

For the following purpose:

THE FOLLOWING QUESTIONS MUST BE ANSWERED:

Nature of Organization _____

Special Requirements
(tables, chairs, etc.) _____

Use of Profits, if any _____

By signing this application, we hereby agree to comply with the regulations listed on the reverse side:

Signed: _____

Applicant:

Print Name _____ Title _____

Address _____ Date _____

Telephone No. _____

Fee payable in advance \$ _____

Special requirements _____

Approved by the Borough of Red Bank

_____ Police Dept.

_____ Fire Dept.

_____ Administrator

_____ Mayor

_____ Date

Prepare in duplicate -
one copy will be returned.
This is the permit.

CONDITIONS

USE OF BOROUGH FACILITIES

1. Use of Borough facilities will be by permit only, processed through the Office of the Borough Clerk and approved by the Mayor and Council.
2. Permits will not be granted to use Borough facilities for the personal gain of any individual or organization or for political or sectarian purposes.

INDIVIDUALS OR ORGANIZATIONS SHALL AGREE AND COMPLY WITH THE FOLLOWING:

1. No Borough facility shall be used for political or partisan group activity. Only philanthropic, civic, charitable or educational purposes shall be considered.
2. Applicant shall submit general liability insurance certificate covering bodily injury and property damage, minimum of \$500,000 per loss liability. The Borough of Red Bank shall be named co-insured and the applicant shall also execute the Hold Harmless Agreement. (Note: Certificate of Insurance and Hold Harmless Agreement shall be submitted in advance for review and approval.)
3. All national and state laws, local ordinances and rules and directions of the police and fire department, rules and directions of the Mayor and Council governing public assemblies, must be observed.
4. The holder of a permit to use Borough facilities must provide sufficient fire and police protection, at the applicant's cost, when recommended by the Borough Administrator.
5. All permits may be revoked at any time, shall not be considered as a lease. Fees charged shall not be considered as rental charges, but will be limited to operating expenses with a reasonable allowance for heat, power, wear and tear and personnel costs.
6. Borough officials shall have free access to the Borough facility and may revoke or limit the permit granted if such action appears in the public interest.
7. Smoking in public is prohibited.
8. Special events such as fireworks, concerts, etc. will require \$1,000.00 minimum general liability per loss.
9. All fees shall be paid in advance. Rebates will be granted if sufficient notice of cancellation is given.
10. The applicant assumes full responsibility for the Borough facility and shall provide adequate supervision for participants, especially juveniles.

DATE APPROVED: _____

**HOLD HARMLESS AGREEMENT
BETWEEN THE BOROUGH OF RED BANK, MONMOUTH COUNTY, NEW JERSEY AND**

(applicant) _____.

WITNESSETH:

1. In consideration of permission to use the public facility described below on the _____ day of _____, 19_____, the applicant does hereby covenant and agree to save and hold the Borough of Red Bank, 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: _____

No alcoholic beverages are permitted.

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 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. Not notwithstanding the foregoing, however, this Hold Harmless Agreement shall be applicable to any claim asserted against the Borough of Red Bank 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 of Red Bank 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 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 Hold Harmless Agreement as the binding act of the applicant.

Witness:

Applicant

By:

(person's name and title)

Date: _____

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:

Names 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 \$1,000,000 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:
Facility use application _____; Facility or Field Diagram _____;
Letter Dated: _____; Resolution Dated: _____; Other _____.