

# USE OF PREMISES

## HOLD HARMLESS AGREEMENT

Between the Borough of Closter

and

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address (Not Post Office Box)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Organization Type (Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of \_\_\_\_\_  
\_\_\_\_\_

On the following dates: \_\_\_\_\_

For the purpose of \_\_\_\_\_

The undersigned agrees to indemnify, defend and hold the Borough of Closter and its officers, agents and employees harmless from any and all liability, claims, costs and attorney's fees arising out of the use of the property referred to above.

I understand that this hold harmless agreement also requires that the Borough of Closter is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to. Unless waived in writing by the Borough of Closter, I agree to furnish a Certificate of Insurance specifically naming the Borough of Closter as an additional insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 combined single limit. Said certificate shall state that "the issuing company shall mail 30 days written notice to the certificate holder named, certified mail return receipt". It shall also contain a statement acknowledging this hold harmless agreement. No expectations or limitations will be accepted.

This Agreement shall remain in full force and effect for any continued additional or proposed date(s) for the work indicated.

The Borough reserves the right to cancel or interrupt the work if representations set forth herein are not adhered to or if the Municipality determines that a situation might lead to personal injury, property damage or violation of the law exists.

In case of any damage or destruction to Borough premises caused by any error, omission, negligent or intentional act of the Contractor, its agents, servants, employees, and/or subcontractors, the Contractor shall repair or replace the damage at its own cost and expense as expeditiously as possible.

The Borough may defend itself at Contractor's expense from any and all claims or lawsuits which may arise out of and/or relating to Contractor's work performed.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the Binding Act in Deed.**

\_\_\_\_\_  
**Company or Business Name**

\_\_\_\_\_  
**Authorized Signature/Title**

\_\_\_\_\_  
**Print Name of Signature listed above**

\_\_\_\_\_  
**Witness (Witness to Contractor Signature)**

**08 21 ER:LW**

In order to induce the Borough of Closter to accept this hold harmless agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic Beverages **(will)** or **(will not)** be served.
- b. Total number of persons anticipated is \_\_\_\_\_.
- c. Live entertainment **(will)** or **(will not)** be provided.
- d. Other \_\_\_\_\_.

This agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

In cases of any damage or destruction to Borough premises caused by an error, omission, negligent or intentional act of the Organization, its agents, servants, employees, guests, licensees and/or invitees, the Organization shall repair or replace the damage at its own cost and expense as expeditiously as possible.

The Borough may defend itself at the Organization's expense from any and all claims or lawsuits which may arise out of and/or relating to the Organization's use of Borough premises as set forth herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ as the binding act in deed

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Witness- Organization

6/22/15:21

