

BOROUGH OF WEST WILDWOOD

AGREEMENT FOR USE OF BOROUGH FACILITIES

The Borough of West Wildwood, a Municipality of the State of New Jersey, hereinafter referred to as "BOROUGH", hereby agrees to allow _____ (Name of Person(s) or Organization) hereinafter referred to as "USER", to use facilities listed below:

Name and Location of FACILITY(IES): _____ hereinafter referred to as "FACILITY" for the purpose of _____ the following date(s): _____

The USER shall inspect the described FACILITY prior to the use of the FACILITY and report any defective, hazardous or dangerous conditions found at the FACILITY to the Borough Clerk and immediately cease the use of the FACILITY until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY, USER shall immediately report to the BOROUGH any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY. The USER agrees to abide by all terms of Borough Resolution No. 08-23 dated April 2, 2008, annexed hereto and made a part hereof.

Indemnification

The USER, at its cost, shall indemnify, save harmless and defend the BOROUGH, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the BOROUGH, from and against any and all claims, losses, costs, attorney's fees, damages, or injuries including death and/or property loss, expense claims or demands arising out of USER'S use of the named FACILITY, including all suits or actions of every kind or description brought against the BOROUGH, either individually or jointly with the USER for or on account of any damage or actions to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted or caused to be conducted by the USER, or through any negligence or alleged negligence in safeguarding the FACILITY, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER.

Insurance

Notwithstanding the indemnification and defense obligations of the USER, the USER shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from USER'S use of the FACILITY, whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with USER or anyone for whose acts any of them may be liable. The USER shall be required to name the BOROUGH as an "Additional Insured" on all of the USER'S policies of required insurance, and simultaneously with the delivery of this executed Agreement, the USER shall provide the BOROUGH with the Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of and hazards

present, has been obtained and that the BOROUGH has been designated as an "Additional Insured" where required. One or before the renewal date of said policy, USER shall be required to provide the BOROUGH with a Certificate of Insurance indicating the continuation of insurance coverage and designating the BOROUGH as an "Additional Insured" for the duration of this Agreement. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by authorized representatives of the BOROUGH and the USER on

(Date): _____

Witness:

BOROUGH OF WEST WILDWOOD

(USER)

SCHEDULE OF INSURANCE

Notwithstanding the indemnification and defense obligations of the USER, the USER shall provide at its own cost and expense proof of the following insurance to the BOROUGH:

General Liability including Products & Completed Operations Insurance with minimum combined single limit of liability per occurrence for bodily injury and property damage of One Million Dollars (\$1,000,000.00) with a maximum annual aggregate of Two Million Dollars (\$2,000,000.00).

If alcoholic beverages are to be served, in addition to the foregoing the USER shall have Liquor Liability Insurance and/or Host Liquor Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of One Million Dollars (\$1,000,000.00) with a minimum annual aggregate of Two Million Dollars (\$2,000,000.00).

The BOROUGH must be named as an "Additional Insured" on all insurances.

Failure by the USER to supply written evidence of the required insurance and to maintain same for the duration of this Agreement shall result in a default of this Agreement and the USER shall be prohibited from using the FACILITY. The insurance companies providing the coverage must be licensed by the State of New Jersey and be acceptable to the BOROUGH. The USER shall take action to cancel or materially change any of the insurance required under this Agreement without the BOROUGH'S prior approval. The maintenance of insurance under this section shall not relieve the USER of any liability greater than the limits or scope of the applicable insurance coverage.

**USE OF FACILITIES
HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City of _____
and Borough/Township/City of _____

WITNESSETH:

1. Borough/Township/City of _____ agrees to release, indemnify and hold harmless the Borough/Township/City of _____ from and against any loss, damage, or liability, including attorneys' fees and expenses incurred by the latter entity and their respective employees, agents, volunteers, or other representatives, arising out of or in any manner relating to the use of facilities located at _____

2. The applicant is named on the Master Certificate of Insurance on file with the **Atlantic JIF** and each entity above. The limits of liability are described below:

Workers Compensation/Employers Liability: Statutory/\$2,000,000

General Liability: \$200,000 per occurrence CSL

Automobile Liability: \$200,000 per occurrence CSL

Excess Liability: \$4,800,000 per occurrence CSL

3. The facilities will be used as follows:

Purpose: _____

Event Date: _____ Rain Date: _____

Dated: _____ Signed: _____
Borough/Township/City

Witness: _____

RESOLUTION NO 08 - 23

BOROUGH OF WEST WILDWOOD

AUTHORIZING THE PUBLIC USE OF BOROUGH FACILITIES

WHEREAS, Resolution No. 3147 of the Borough of West Wildwood dated April 5, 1991 authorizes the rental of the West Wildwood Borough Hall; and

WHEREAS, it has been deemed necessary to revise the terms, conditions and fees for the rental of Borough Hall as well as other Borough facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, as follows:

1. The allegations of the preamble are incorporated herein as if set forth in full.
2. Resolution No. 3147 as well as any other Resolutions predating this Resolution No. 08-23 that are inconsistent herewith are hereby rescinded.
3. The Commissioner of Public Works and the Borough Clerk are hereby authorized and empowered to rent Borough Hall and other Borough Facilities, when available, on a first come first serve basis, upon the following terms and conditions:
 - a. The proposed User must make application for the use of Borough Hall, or other Borough Facilities, on an Application form provided by the Borough Clerk.
 - b. The proposed User must execute a "Use of Facilities Agreement" prior to the use of the Borough Facility and must comply with all terms thereof. The Use of Facilities Agreement shall be provided by the Borough Clerk.
 - c. Prior to use of the Borough Facility, the User must provide proof of insurance as required under the Use of Facilities Agreement.
 - d. Borough Hall is available for rentals only during the hours of 9:00AM through 10:00PM and only on dates and at times when Borough Hall is not in use for official Borough business.
 - e. All tables and chairs contained in Borough Hall shall be accounted for by Borough personnel prior to and after the time of letting. Users shall be charged Thirty (\$30.00) Dollars per chair and One Hundred Twenty-five (\$125.00) Dollars per table for all missing or broken chairs and tables.
 - f. Rental Fee Schedule for Borough Hall:

<u>Non-residents:</u>	<u>Residents:</u>
\$400.00 for continuous 4 hours	\$100.00 for continuous 4 hours
\$100.00 for each additional hour	\$25.00 for each additional hour
 - g. Each Lessee shall be required to post an escrow for cleaning and damages in the amount of One Hundred (\$100.00) Dollars. The escrow deposit will be returned to the User subsequent to the rental provided no damage is done and Borough facility is left in a clean condition. In the event of damages or if Borough facility is not left in a clean condition, the escrow shall be used by the Borough to repair damages and/or clean the Borough facility and the User shall be responsible to pay all costs in excess of the escrow.
 - h. Users shall be required to post the Escrow Fee at the time of Application and the full rental fee at least twenty-four (24) hours prior to the date of use.

COMMISSIONERS:


MAYOR CHRISTOPHER J. FOX


COMMISSIONER RITA MAROLDO

Resolution No. 08 - 23

Offered by _____ Seconded by _____

Adopted April 2, 2008

I, Dorothy A. Tomlin, Clerk of the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board of Commissioners of the Borough of West Wildwood, N.J. at a meeting held on April 2, 2008.

DOROTHY A. TOMLIN, BOROUGH CLERK