



## FACILITY USE AGREEMENT

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Area Requested

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

\_\_\_\_\_  
Person Responsible

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Alternate Person Responsible

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Reason for Use

\_\_\_\_\_  
Date(s) Requested

\_\_\_\_\_  
Day(s) of Week

\_\_\_\_\_  
Time

\_\_\_\_\_  
Estimated Attendance

Applicant agrees and abides by the rules and regulations as shown. The above-named organization complies with Federal and State anti-discriminatory laws. The applicant understands that Flemington Borough assumes no responsibility for damage to persons, equipment, or vehicles related to the function.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Representative

\_\_\_\_\_  
Date

**Flemington Borough, 38 Park Avenue, Flemington, NJ 08822 908-782-8840**



# Borough of Flemington Open Space Area

## Waiver of Liability to Flemington Borough

### Indemnification and Hold Harmless

The undersigned has reserved a recreation area, facility, or field owned by the Borough of Flemington, and hereby acknowledges receiving a copy of the Rules and Regulations governing the use of a Borough facility.

In lieu of providing the Borough of Flemington with a Certificate of Insurance for liability coverage for the said user, and naming the Borough of Flemington thereon as an additional insured, the undersigned desires to enter into this agreement and hereby waives any and all liability claim which may arise against the Borough of Flemington.

It is hereby agreed by the undersigned, that as consideration for the permit and use of Flemington Borough facilities, the undersigned permit holder/applicant waives any and all claims against the Borough of Flemington, its employees, agents, and representatives for any injury and damage which may be sustained to the person or property by the undersigned applicant(s), participant(s), attendee(s), or any other person participating, and/or present at the specified event, or which may result from any related activities of the user at the Flemington Borough facility/park/recreation area during the preparations or participation of persons in the event.

The Facility User agrees to protect, indemnify and hold harmless the Borough of Flemington, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

The undersigned permit holder/applicant hereby assumes all liability and damages which may arise from the use of the Flemington Borough property and facilities, and agrees to indemnify and hold harmless the Borough of Flemington (including damages, costs, and attorney's fees) from any and all claim or loss by reason of the permit holder's/applicant's, or any person(s) participating in the use of the Flemington Borough facility, and from any claim or loss by reason of any accident or damage to any person or property happening on said premises during said event.

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Applicant)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Witness)

\_\_\_\_\_  
(Borough Representative - Print Name)

## I. Application Procedures

- A. Application for use of facilities shall be made via this form to the Flemington Borough Municipal Clerk.
- B. Applications must be filed at least one month prior to anticipated use, except in cases of an emergency.
- C. To reserve a recreation area or facility, a Certificate of Insurance as proof of current liability coverage must be provided (except for individual users who shall execute a "waiver of liability to the Borough" in lieu of providing a Certificate), and such certificate must include:
  - 1. Liability limits of \$1,000,000 for each occurrence for personal injury and bodily injury/property damage.
  - 2. It must indicate that athletic participation liability coverage is included for use of Borough facilities.
  - 3. Flemington Borough must be specifically named as an "Additional Insured".
  - 4. It must indicate that the user's policies will be primary for the "Additional Insured".

## II. Regulations for Use

- A. The Facility User shall take possession of and use the facility/property for the purpose stated above. The Facility User may not use the facility/property for any other purpose without the written consent of the Borough. The Facility User shall not allow the facility/property to be used for any unlawful or hazardous purpose.
- B. The Facility User shall inspect the facility/property prior to use and agrees that the property is in satisfactory condition. The Facility User accepts the facility/property "as is". The Facility User shall notify the Borough of any damage or concerns with the facility/property prior to accepting the terms of the lease.
- C. The Facility User may not do any of the following without the Owner's written consent:
  - 1. Assign the lease
  - 2. Sublet all or any part of the facility/property; or
  - 3. Permit any other person or business to use the facility/property.
- D. The organization, individual, or group using the facility(ies), assume full legal responsibility for breakage or for damage to said property. The Facility User shall be responsible for all guests and their actions during the use of the facility/property.
- E. Each organization or group granted permission to use facilities shall provide adequate supervision and, where requested by Flemington Borough, provide names of those responsible.
- F. All national and state laws, local ordinances, and rules of police and fire departments regarding public gatherings must be strictly complied with.
- G. The Facility User shall:
  - 1. Maintain the facility/property and all equipment and fixtures in good repair and appearance.
  - 2. maintain the facility/property in a neat, clean, safe and sanitary condition, free of all garbage.
  - 3. Do nothing to destroy, deface, damage or remove any part of the facility/property.
  - 4. Keep nothing in the facility/property which may be flammable, dangerous or explosive or which might increase the danger of fire or other casualty.

5. Avoid littering in the building or the surrounding grounds and parking lot(s) as applicable.

H. The organization, individual, or group is responsible for cleaning up the recreational area after use, including placing refuse in proper containers. Equipment or decorations provided by the users of the property must be removed promptly at the conclusion of their use. Forfeiture of their right to use the facility(ies) may result if this rule is not complied with. In the event the Facility User leaves any property or trash in the facility/property, the Borough may dispose of such and charge the Facility User accordingly.

I. Only free-standing decorations are permitted. No decorations of any type will be attached to the walls, ceilings, or other part of the pavilion in any way. No confetti or smoke machines are permitted.

J. Maximum occupancy varies depending on the facility/property in question. It is recommended that you consult the Borough to verify the occupancy amount. An excess of occupancy will give the Borough the right for immediate termination of the lease, which includes the loss of facility use fees.

K. In the event of inclement weather the fields shall not be used if use, thereof, would cause damage to the playing area.

L. Use of the pavilion is limited to a three (3) hour period.

M. Electricity is for official use only.

N. This form must be posted during the scheduled time period.

O. The consumption of alcohol is prohibited at any time at any municipal facility/property.

P. Parking is limited, please car pool.

Q. All dogs and cats must be leashed at all times.

**ALL FEES AND CERTIFICATES OF INSURANCE OR  
"WAIVER OF LIABILITY" FORMS MUST BE SUBMITTED WITH THIS REQUEST**

**TUCCAMIRIGAN PARK  
\$35 -THREE-HOUR LIMIT**