



HOLD HARMLESS AGREEMENT

(to be signed by organizations using municipal facilities)

BETWEEN THE **BOROUGH OF ALLENDALE**

AND

Name of Organization Using the Facility

Address of the Organization (Not Post Office Box)

Telephone Number of the Organization

Type of Organization (Individual, Partnership, Non-Profit Corp., Corporation, Public Entity)

In consideration of the use of _____

on the following dates _____

for the purpose of _____

the undersigned agrees to defend, indemnify and hold the Borough of Allendale and its officers, agents, officials and employees (collectively the "Borough") harmless from any and all liability, suits, actions, claims, costs, expense, damages and/or 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 be indemnified from any loses 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, I agree to furnish a Certificate of Insurance specifically naming the Borough of Allendale as additional insured providing general liability coverage including bodily injury and property damage with minimum limits of liability not less than \$1,000,000.

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

- a. Alcoholic beverages (will) or (will not) be served _____.
- b. Total number of persons anticipated _____.

- 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.

This Agreement shall be binding upon the respective heirs, executors, administrators, and successors of the parties hereto.

The rights and obligations of the parties hereto will continue until the earlier of: (1) so long as the Borough is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative, that results from, or arises out of, the undersigned's use of the property referred to above; or (2) the termination of this Agreement in writing signed by both the Borough and the undersigned.

This Agreement may only be amended by a written document signed by both the Borough and the undersigned.

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.

Signed this _____ day of _____, 20____ as the binding act in deed of

Name of Organization

Authorized Signature

WITNESS

Print Authorized Name & Title