#### ELMWOOD PARK RECREATION DEPARTMENT 500 MOLA BOULEVARD ELMWOOD PARK, NJ 07407 201-796-1457 EX. 350 FAX. 201-475-9495

## **FACILITIES PERMIT**

| Permission    | is hereby requeste | d by:  |               |                    |  |
|---------------|--------------------|--------|---------------|--------------------|--|
| For use of:   | Crafts Room ()     | *Gym() | Field House() | ** Parking Lot ( ) |  |
| For the follo | owing purpose:     |        |               |                    |  |
| Weekdays:     |                    |        |               |                    |  |
| Date:         |                    |        | т             | ïme:               |  |
| Saturday:     |                    |        | Date:         | Time:              |  |
| Sunday:       |                    |        | Date:         | Time:              |  |

NOTE: Condition of the Recreation Facility and the area surrounding the facility must be clean of all debris upon leaving the facility. Failure to abide these rules will lead to forfeiture of your permit. Building closes at 9:00PM sharp. All meetings, including clean up, must be done by 9:00PM.

<u>NO ALCOHOLIC BEVERAGE</u> is allowed on any fields or Recreation Facilities in Elmwood Park <u>NO SMOKING</u> is allowed on any fields or Recreation Facilities in Elmwood Park

Any damage to any one's property will be the responsibility of the group using the Recreation Facility. I understand that I am responsible for clean-up. Rooms must be left as they were found. Children are not allowed to be unattended. Any items broken or damaged are to be paid for by your organization. NO OUTSIDE FOOD PERMITTED AT ANY TIME.

Representative (person in charge of program )

| Please print:   |                  |  |  |  |  |
|---|------------------|--|--|--|--|
| Home Phone#   | Work #           |  |  |  |  |
| Cell #  | Driver License # |  |  |  |  |
| Address   | Email            |  |  |  |  |
| Representative signature  | Date             |  |  |  |  |
| Must be able to reach above named individual by phone during the day. |                  |  |  |  |  |
| Recreation Director   | Date             |  |  |  |  |
|   |                  |  |  |  |  |

\*Gym use will be approved with the exception of any special events run by the Rec. Dept. \*\* Parking lot valid for January – May only



#### Facility Permit Guidelines Organization / Group / Individual Use Policy

#### General:

**1.1** All groups wishing to use The Borough of Elmwood Park Recreation Department's facilities shall apply for a permit.

**1.2** All locations shall be based on availability by the Recreation Department.

**1.3** Deadline dates for permit applications: MUST BE FILED IN COMPLETION 30 DAYS PRIOR TO USE.

**1.4** Dogs, consumption of, or being under the influence of alcohol/drugs, or smoking are strictly prohibited on all Borough Park facilities and land. Immediate revocation of permit and suspension of future permit privileges will result.

**1.5** This permit is for sports or recreational purposes only. No admission fees can be charged. Vending or cooking is prohibited. Amplified sound is allowed as long as it does not become a public nuisance and only with pre-approval.

1.6 Insurance coverage (see attached forms for proper requirements).

**1.7** Complete rosters/lists with all players'/participants' names and addresses must be submitted.

**1.8** Complete list of all coaches'/administrators/ names and addresses.

**1.9** Permits must be displayed at all times and are not transferable.

**1.10** All parties are expected to adhere to COVID-19 protocols during time of occupancy.

#### **Priority for Use:**

**2.1** As per Table below:

**2.2** When two or more applicants are on an equal footing and applying for the same field space, priority will be given to the traditional in-season sport.

**2.3** Fees: As per Table below:

Fees are based on two-hour blocks of time unless otherwise noted. Use of lights at any field is subject to additional fees and <u>are all due with your application submission</u>.

## **Elmwood Park Recreation Permit Tier**

|           | Youth<br>Permit | Adult Permit | Light Fees<br>(Due with<br>Application) | Tier Description   |
|-----------|-----------------|--------------|---|--|
| Tier<br>1 | No<br>Charge    | No<br>Charge | No Charge                               | EP Rec Programs, Recreation<br>Director/Dept. directly<br>sponsored programs and<br>activities   |
| Tier<br>2 | No<br>Charge    | No<br>Charge | No Charge                               | Elmwood Park established<br>and sanctioned leagues<br>servicing EP residents (75%<br>or more EP residents) EP<br>Uniformed Services (PD, FD,<br>Ambulance) |
| Tier<br>3 | N/A             | No<br>Charge | No Charge                               | EP Board of Education<br>St. Leo's   |
| Tier<br>4 | \$100/ Hour     | \$100/ Hour  | \$100/ Hour                             | Private Groups consisting of<br>EP residents or EP<br>businesses   |
| Tier<br>5 | \$100/ Hour     | \$100/ Hour  | \$100/ Hour                             | Private/Out of Town teams /<br>Organizations, Private Clinics<br>or Camps, Private<br>Tournaments  |

#### Care of Facilities:

**3.1** If the Recreation Department has not closed the field due to unfavorable conditions, it is still the responsibility of the permit holder to determine if an activity can be held due to wet or unfavorable conditions.

**3.2** Fields are not to be used if they contain standing water, muddy surfaces, or other potentially safety/damaging conditions. Permit holder will be held responsible for any field repairs should damage occur if attempts are made to fix and play on an unplayable field.

**3.3** Any and all litter that is generated during the time permitted must be properly disposed of. Should any trash be left behind, additional charges can be imposed.

**3.4** Users are not allowed to perform any type of field maintenance without the consent of the Recreation Department and Department of Public Works.

**3.5** Failure to abide by the above statements could result in the immediate revocation of permit and suspension of future permit privileges.

#### **Communication:**

**4.1** All permit holders/leagues are responsible for ensuring all coaches, volunteers, parents/guardians, and participants are aware of all rules regarding use and conduct on the fields.

**4.2** Coaches, volunteers, parents/guardians and participants should not contact the Recreation Department concerning field usage and are asked to communicate to the Recreation Department via their proper league officials.

**4.3** All accidents shall be reported to the Recreation Department as soon as possible. Likewise, any and all incidents/damage shall be reported.

**4.4** All concerns, especially those regarding safe use of the facilities, should be reported to the Recreation Department immediately.

**4.5** Permit holders should be prepared at any time to present their permit to the Recreation Department personnel, EP Police Department, and/or DPW personnel as proof of authorization to use the facility. Failure to do so will result in the immediate revocation of permit and suspension of any future permit privileges.

#### ACKNOWLEDGEMENT OF RECEIPT OF POLICY

The undersigned, and applicant of a playing field and/or related facilities use permit, acknowledges that the undersigned has received and read a copy of the Elmwood Park Outdoor Facility Permit Guidelines and Use Policy, and understands and will fully abide by the terms, conditions and provisions contained or referred to therein.

Signature

Date

# Checklist for permit application: No action will be taken on permit application until all aspects are complete.

1. Completed application with signed acknowledgement of policy statement.

2. Proper insurance certificate is attached.

3. Associated rosters signed by league director/president/business owner/group leader authenticating residency requirements for Tier 2, 3 & 4 users as well as complete game schedule(s) and lighting requirements.

4. Copies of valid Driver's Licenses of ALL participants on all rosters required for supporting residency requirements for Tier 2, 3 & 4 adult users.

5. For all youth organizations using Elmwood Park fields, a letter from the organization's President stating that all Board Members, Coaches and Volunteers have been fingerprinted and Rutgers certified as required as well as the complete list of all the names, addresses and phone numbers of each. Should any new additions be made to that list, the Recreation Department and Director MUST be notified in writing prior to the individual taking the field. An affidavit must be signed by the new member while the Recreation Director awaits the fingerprinting results.

6. Payment of all required permit fees.

7. A copy of any special cooking/vending permit from the EP Health Officer (if applicable)

## This Form is to be returned with the permit application indicating the applicant has read and agrees to the terms listed in this document.

Signature

Date

**BOROUGH OF ELMWOOD PARK** 

Bergen County, New Jersey

#### HOLD HARMLESS AGREEMENT USE OF MUNICIPAL FACILITIES

#### Between the BOROUGH OF ELMWOOD PARK,

with principal offices located at: 182 Market Street, Elmwood Park, NJ 07407

|   | And   |
|---|---|
|   |   |
| Organization Name   |   |
| Street Address (Not Post Office Box)  |   |
| Telephone Number  | Contact Person  |
|   | <i>Check One)</i><br>Individual<br>Non-Profit Organization<br>Profit Making Organization  |
|   | owned facilities at   |
| for the purpose of on the folic   | owing date(s):  |
| The undersigned agrees to indemnify<br>(hereinafter referred to as the "Munici<br>and assigns harmless from any and a | , defend and hold the Borough of Elmwood Park, NJ<br>pality") and its officers, agents, members, employees<br>Il liability, demands, claims, suits, losses, injuries,<br>s, and attorneys' fees arising out of the use of the above |
|   | Agreement also provides the Municipality be indemnified nands, judgements, expenses and costs of any kind   |

resulting from the acts or omissions from any guest, participant, visitor or other person

attending the event herein referred, unless waived in writing by the Municipality.

#### HOLD HARMLESS AGREEMENT USE OF MUNICIPAL FACILITIES

Page 2 of 2

I (we) agree to furnish a Certificate of Insurance evidencing Workers Compensation coverage (except for an individual) as well as Auto Liability (as applicable), General Liability, Bodily Injury and Property Damage coverage with <u>minimum</u> limits of liability not less than:

| <br>\$ 300,000. for an Individual                                |
|--|
| <br>\$ 500,000. for Non-Profit Organization                      |
| <br>\$1,000,000. for a Profit Making Organization or Corporation |

The Certificate of Insurance shall also specifically name the Municipality as an additional insured with respect to General Liability coverage for the event listed above. The Certificate must be furnished to the Municipality prior to the commencement of the event.

It is further understood and agreed, the Municipality is not responsible for personal property of the undersigned or their guests or participants.

The following information concerning the intended use of the premises is furnished:

| b) Live ente        | mber of persons anticipa<br>ertainment (will) or (will r | not) be provided               |
|---------------------|--|--------------------------------|
| Signed this         | day of   | 20, as the binding act in deed |
| Of                  | Name of Organization or                                  | · Party                        |
| -                   |  |                                |
| Authorized Signatur | 9  | Witness                        |
| Print Name          |  | Print Name                     |

NOTE: No photocopied or facsimile copies of this signed original Agreement shall be accepted. Only the original Agreement signed by an authorized individual shall be accepted. No exceptions and/or limitations to this Agreement will be accepted.

2/11/2021

|  |   | Client  | #: 7564   |          |  | ELM                                  | WBOR   |                                 |
|--|---|---|---|----------|--|--------------------------------------|--|---------------------------------|
| 4  | 4 <i>C</i>  | ORD CERTIFI   | CATE OF LI  | ABII     | LITY II  | NSURAI                               | NCE  | DATE (MM/DD/YYYY)<br>02/19/2015 |
| -  | DUCE  |   |   |          |  |                                      | ED AS A MATTER OF IN<br>IGHTS UPON THE CERT  |                                 |
|  | Professional Insurance Assoc.<br>429 Hackensack St. |   |   |          | HOLDER.  | THIS CERTIFICAT                      | E DOES NOT AMEND, E                          | XTEND OR                        |
|  |   | x 818   |   | -        | ALTER TH   | E COVERAGE AF                        | FORDED BY THE POLIC                          | IES BELOW.                      |
|  |   | dt, NJ 07072  |   |          |  |                                      | ERACE  | NAIC #                          |
|  | IRED  |   |   |          | INSURER A: A   |                                      | ERAGE  | NAIC #                          |
|  |   | SAMPLE  |   | - F      | INSURER A:   | Company                              |  |                                 |
|  |   | 123 Main Avenue   |   | F        | INSURER C:   |                                      |  |                                 |
|  |   | Anywhere, NJ 00000  |   |          | INSURER D:   |                                      |  |                                 |
|  |   |   |   |          | INSURER E:   |                                      |  |                                 |
| со   | VER   | AGES  |   |          |  |                                      |  |                                 |
| A<br>M   | NY RE<br>Ay Pe                                      | LICIES OF INSURANCE LISTED BELC<br>QUIREMENT, TERM OR CONDITION (<br>ERTAIN, THE INSURANCE AFFORDED<br>ES. AGGREGATE LIMITS SHOWN MAY | OF ANY CONTRACT OR OTHE<br>BY THE POLICIES DESCRIBE | R DOCUME | ENT WITH RES   | PECT TO WHICH TH                     | IS CERTIFICATE MAY BE ISS                    | SUED OR                         |
|  | ADD'L   | TYPE OF INSURANCE   | POLICY NUMBER                                       | POI      | LICY EFFECTIVE   | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMIT  | S                               |
| A  |   | GENERAL LIABILITY   | 000000  |          | M/DD/YY  | MM/DD/YY                             | EACH OCCURRENCE                              | \$1.000.000                     |
|  |   | X COMMERCIAL GENERAL LIABILITY  |   |          |  |                                      | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$100,000                       |
|  |   | CLAIMS MADE X OCCUR   |   |          |  |                                      | MED EXP (Any one person)                     | \$10,000                        |
|  |   |   |   |          |  |                                      | PERSONAL & ADV INJURY                        | \$1,000,000                     |
|  |   |   |   |          |  |                                      | GENERAL AGGREGATE                            | \$2,000,000                     |
|  |   | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |          |  |                                      | PRODUCTS - COMP/OP AGG                       | \$2,000,000                     |
| Α  |   | POLICY PRO-<br>JECT LOC<br>AUTOMOBILE LIABILITY<br>ANY AUTO   | 000000  | M        | M/DD/YY  | MM/DD/YY                             | COMBINED SINGLE LIMIT<br>(Ea accident)       | \$1,000,000                     |
|  |   | ALL OWNED AUTOS<br>X SCHEDULED AUTOS  |   |          |  |                                      | BODILY INJURY<br>(Per person)                | \$                              |
|  |   | X HIRED AUTOS<br>X NON-OWNED AUTOS  |   |          |  |                                      | BODILY INJURY<br>(Per accident)              | \$                              |
|  |   |   |   |          |  |                                      | PROPERTY DAMAGE<br>(Per accident)            | \$                              |
|  |   | GARAGE LIABILITY  |   |          |  |                                      | AUTO ONLY - EA ACCIDENT                      | \$                              |
|  |   | ANY AUTO  |   |          |  |                                      | OTHER THAN EA ACC                            | \$                              |
|  |   |   |   |          |  |                                      | AUTO ONLY: AGG                               | \$                              |
| Α  |   | EXCESS/UMBRELLA LIABILITY   | 000000  | M        | M/DD/YY  | MM/DD/YY                             | EACH OCCURRENCE                              | \$1,000,000                     |
|  |   | X OCCUR CLAIMS MADE   |   |          |  |                                      | AGGREGATE                                    | \$1,000,000                     |
|  |   |   |   |          |  |                                      |  | \$                              |
|  |   | DEDUCTIBLE<br>RETENTION \$  |   |          |  |                                      |  | \$<br>\$                        |
| Α  | WOF   | RETENTION \$  | 000000  | м        | M/DD/YY  | MM/DD/YY                             | X WC STATU-<br>TORY LIMITS ER                | Ф                               |
| ~  | EMP   | LOYERS' LIABILITY   |   |          |  |                                      | E.L. EACH ACCIDENT                           | \$1,000,000                     |
| Ν  |   | PROPRIETOR/PARTNER/EXECUTIVE<br>CER/MEMBER EXCLUDED?  |   |          |  |                                      | E.L. DISEASE - EA EMPLOYEE                   |                                 |
|  | If yes  | s, describe under<br>CIAL PROVISIONS below  |   |          |  |                                      | E.L. DISEASE - POLICY LIMIT                  | \$1,000,000                     |
|  | отн   |   |   |          |  |                                      |  | ,                               |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS<br>Certificate Holder is included as additional insured. |   |   |   |          |  |                                      |  |                                 |
| CE   | RTIFI   | CATE HOLDER   |   |          | CANCELLAT  | ION 10 Days                          | for Non-Payment                              |                                 |
|  |   |   |   |          |  |                                      | ED POLICIES BE CANCELLED E                   | EFORE THE EXPIRATION            |
|  |   | Borough of Elmwood Pa   | rk  |          | DATE THEREOF,  | THE ISSUING INSURE                   | R WILL ENDEAVOR TO MAIL                      | 30 DAYS WRITTEN                 |
|  |   | 182 Market Street   |   | 1        | NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL |                                      |  |                                 |
|  |   | Elmwood Park, NJ 0740   | 7   |          | IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  |                                      |  |                                 |
|  |   |   |   |          | REPRESENTATIVES.   |                                      |  |                                 |
| 1  |   |   |   |          | AUTHORIZED RE  | PRESENTATIVE                         |  |                                 |

#### ELMWOOD PARK RECREATION DEPARTMENT 500 MOLA BOULEVARD ELMWOOD PARK, NJ 07407 201-796-1457 EX. 350 FAX. 201-475-9495

### **FIELD PERMIT**

| Permission is hereby requested   | by:   |   |
|--|---|---|
| For use of:  |   |   |
| For the following purpose:   |   |   |
| If inclement weather occurs, the Recreation Office at 201-796-14                                 | •   | /e will notify you by phone or you can call the |
| Weekdays:  |   |   |
| Date:  | Time: _   |   |
| Saturday:  | Date:   | Time:   |
| Sunday:  | Date:   | Time:   |
| NO SMOKING is allowed on any<br>Any damage to any one's prope<br>Representative (person in charg | owed on any fields or Recreation pro<br>fields or Recreation Facilities in Elmo<br>rty will be the responsibility of the g<br>ge of program ) | wood Park<br>roup using the field.              |
| Home Phone#:   | Work #:   | ·   |
| Cell #:  | Driver License  | #:  |
| Address:   | Er  | mail:   |
| Representative Signature:  |   | Date:   |
| Must be able to reach above na   | amed individual by phone during the   | <u>e day.</u>                                   |
| Recreation Director:   |   | Date:   |



#### Outdoor Facility Permit Guidelines Organization / Group / Individual Use Policy

#### General:

**1.1** All groups wishing to use The Borough of Elmwood Park Recreation Department's outdoor facilities shall apply for a permit.

**1.2** Allocations shall be based on field availability, scheduled renovations and turf control measures, implemented by the Recreation Department and the Department of Public Works.

#### **1.3** Deadline dates for permit applications:

#### Spring / Early Summer (April – July) due by March 10 Late Summer / Fall (August – November) due by July 10

**1.4** Permit applications received after the deadline will be considered only if there is field availability remaining.

**1.5** The Recreation Director shall have the authority to grant or deny Borough field permits after the March & July deadlines provided that the applicant meets all the criteria and availability of the requested venue. In the event of a denial, the applicant shall be apprised of the reason(s) in writing and will be able to resubmit a permit request.

**1.6** Dogs, consumption of, or being under the influence of alcohol/drugs, or smoking are strictly prohibited on all Borough Park land. Immediate revocation of permit and suspension of future permit privileges will result.

**1.7** This permit is for sports or recreational purposes only. No admission fees can be charged. Vending or cooking is prohibited unless a special permit from the EP Health Officer is obtained and a copy of said permit is attached to the Outdoor Facility Permit request. Amplified sound is allowed as long as it does not become a public nuisance.

1.8 Insurance coverage (see attached forms for proper requirements).

**1.9** Complete rosters with all players' names and address must be submitted with request.

1.10 Complete list of all coaches' names and addresses

**1.11** All coaches using borough facilities must be fingerprinted and Rutgers Certified. Proof of both must be submitted with request.

**1.11** Permits must be displayed at all times and are not transferable.

1/5/2021

#### **Priority for Use:**

**2.1** As per Table below:

**2.2** When two or more applicants are on an equal footing and applying for the same field space, priority will be given to the traditional in-season sport.

2.3 Fees: As per Table below:

Fees are based on two-hour blocks of time unless otherwise noted. Use of lights at any field is subject to additional fees and **are all due with your application submission**.

## **Elmwood Park Recreation Permit Tier**

|           | Youth<br>Permit | Adult Permit | Light Fees<br>(Due with<br>Application) | Tier Description   |
|-----------|-----------------|--------------|---|--|
| Tier<br>1 | No<br>Charge    | No<br>Charge | No Charge                               | EP Rec Programs, Recreation<br>Director/Dept. directly<br>sponsored programs and<br>activities   |
| Tier<br>2 | No<br>Charge    | No<br>Charge | No Charge                               | Elmwood Park established<br>and sanctioned leagues<br>servicing EP residents (75%<br>or more EP residents) EP<br>Uniformed Services (PD, FD,<br>Ambulance) |
| Tier<br>3 | N/A             | No<br>Charge | No Charge                               | EP Board of Education<br>St. Leo's   |
| Tier<br>4 | \$100/ Hour     | \$100/ Hour  | \$100/ Hour                             | Private Groups consisting of<br>EP residents or EP<br>businesses   |
| Tier<br>5 | \$100/ Hour     | \$100/ Hour  | \$100/ Hour                             | Private/Out of Town teams /<br>Organizations, Private Clinics<br>or Camps, Private<br>Tournaments  |

#### Care of Facilities:

**3.1** If the Recreation Department has not closed the field due to unfavorable conditions, it is still the responsibility of the permit holder to determine if an activity can be held due to wet or unfavorable conditions.

**3.2** Fields are not to be used if they contain standing water, muddy surfaces, or other potentially safety/damaging conditions. Permit holder will be held responsible for any field repairs should damage occur if attempts are made to fix and play on an unplayable field.

**3.3** Any and all litter that is generated during the time permitted must be properly disposed of. Should any trash be left behind, additional charges can be imposed.

**3.4** Users are not allowed to perform any type of field maintenance without the consent of the Recreation Department and Department of Public Works.

**3.5** Failure to abide by the above statements could result in the immediate revocation of permit and suspension of future permit privileges.

#### **Communication:**

**4.1** All permit holders/leagues are responsible for ensuring all coaches, volunteers, parents/guardians, and participants are aware of all rules regarding use and conduct on the fields.

**4.2** Coaches, volunteers, parents/guardians and participants should not contact the Recreation Department concerning field usage and are asked to communicate to the Recreation Department via their proper league officials.

**4.3** All accidents shall be reported to the Recreation Department as soon as possible. Likewise, any and all incidents/damage shall be reported.

**4.4** All concerns, especially those regarding safe use of the facilities, should be reported to the Recreation Department immediately.

**4.5** Permit holders should be prepared at any time to present their permit to the Recreation Department personnel, EP Police Department, and/or DPW personnel as proof of authorization to use the facility. Failure to do so will result in the immediate revocation of permit and suspension of any future permit privileges.

#### ACKNOWLEDGEMENT OF RECEIPT OF POLICY

The undersigned, and applicant of a playing field and/or related facilities use permit, acknowledges that the undersigned has received and read a copy of the Elmwood Park Outdoor Facility Permit Guidelines and Use Policy, and understands and will fully abide by the terms, conditions and provisions contained or referred to therein.

Signature

Date

# Checklist for permit application: No action will be taken on permit application until all aspects are complete.

1. Completed application with signed acknowledgement of policy statement.

2. Proper insurance certificate is attached.

3. Associated rosters signed by league director/president/business owner/group leader authenticating residency requirements for Tier 2, 3 & 4 users as well as complete game schedule(s) and lighting requirements.

4. Copies of valid Driver's Licenses of ALL participants on all rosters required for supporting residency requirements for Tier 2, 3 & 4 adult users.

5. For all youth organizations using Elmwood Park fields, a letter from the organization's President stating that all Board Members, Coaches and Volunteers have been fingerprinted and Rutgers certified as required as well as the complete list of all the names, addresses and phone numbers of each. Should any new additions be made to that list, the Recreation Department and Director MUST be notified in writing prior to the individual taking the field. An affidavit must be signed by the new member while the Recreation Director awaits the fingerprinting results.

6. Payment of all required permit fees.

7. A copy of any special cooking/vending permit from the EP Health Officer (if applicable)

## This Form is to be returned with the permit application indicating the applicant has read and agrees to the terms listed in this document.

Signature

Date

#### **BOROUGH OF ELMWOOD PARK**

Bergen County, New Jersey

#### HOLD HARMLESS AGREEMENT USE OF MUNICIPAL FACILITIES

#### Between the BOROUGH OF ELMWOOD PARK,

with principal offices located at: 182 Market Street, Elmwood Park, NJ 07407

| And  |   |  |  |  |
|--|---|--|--|--|
|  |   |  |  |  |
| Organization Name                          |   |  |  |  |
| Street Address (Not Post Office Box)       |   |  |  |  |
|  |   |  |  |  |
| Telephone Number                           | Contact Person  |  |  |  |
|  | ,   |  |  |  |
| In consideration for use of municipally ov | wned facilities at  |  |  |  |
|  | ng date(s):   |  |  |  |
| for the purpose of                         |   |  |  |  |
| (hereinafter referred to as the "Municipal | efend and hold the Borough of Elmwood Park, NJ<br>lity") and its officers, agents, members, employees<br>ability, demands, claims, suits, losses, injuries, |  |  |  |

damage, judgements, expenses, costs, and attorneys' fees arising out of the use of the above stated municipal property for the purposes stated above.

I (we) understand this Hold Harmless Agreement also provides the Municipality be indemnified from any and all liability, claims, demands, judgements, expenses and costs of any kind resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred, unless waived in writing by the Municipality.

#### HOLD HARMLESS AGREEMENT USE OF MUNICIPAL FACILITIES

Page 2 of 2

I (we) agree to furnish a Certificate of Insurance evidencing Workers Compensation coverage (except for an individual) as well as Auto Liability (as applicable), General Liability, Bodily Injury and Property Damage coverage with <u>minimum</u> limits of liability not less than:

| <br>\$ 300,000. for an Individual                                |
|--|
| <br>\$ 500,000. for Non-Profit Organization                      |
| <br>\$1,000,000. for a Profit Making Organization or Corporation |

The Certificate of Insurance shall also specifically name the Municipality as an additional insured with respect to General Liability coverage for the event listed above. The Certificate must be furnished to the Municipality prior to the commencement of the event.

It is further understood and agreed, the Municipality is not responsible for personal property of the undersigned or their guests or participants.

The following information concerning the intended use of the premises is furnished:

NOTE: No photocopied or facsimile copies of this signed original Agreement shall be accepted. Only the original Agreement signed by an authorized individual shall be accepted. No exceptions and/or limitations to this Agreement will be accepted.

|  |   | Client  | #: 7564   |          |  | ELM                                  | WBOR   |                                 |
|--|---|---|---|----------|--|--------------------------------------|--|---------------------------------|
| 4  | 4 <i>C</i>  | ORD CERTIFI   | CATE OF LI  | ABII     | LITY II  | NSURAI                               | NCE  | DATE (MM/DD/YYYY)<br>02/19/2015 |
| -  | DUCE  |   |   |          |  |                                      | ED AS A MATTER OF IN<br>IGHTS UPON THE CERT  |                                 |
|  | Professional Insurance Assoc.<br>429 Hackensack St. |   |   |          | HOLDER.  | THIS CERTIFICAT                      | E DOES NOT AMEND, E                          | XTEND OR                        |
|  |   | x 818   |   | -        | ALTER TH   | E COVERAGE AF                        | FORDED BY THE POLIC                          | IES BELOW.                      |
|  |   | dt, NJ 07072  |   |          |  |                                      | ERACE  | NAIC #                          |
|  | IRED  |   |   |          | INSURER A: A   |                                      | ERAGE  | NAIC #                          |
|  |   | SAMPLE  |   | - F      | INSURER A:   | Company                              |  |                                 |
|  |   | 123 Main Avenue   |   | F        | INSURER C:   |                                      |  |                                 |
|  |   | Anywhere, NJ 00000  |   |          | INSURER D:   |                                      |  |                                 |
|  |   |   |   |          | INSURER E:   |                                      |  |                                 |
| со   | VER   | AGES  |   |          |  |                                      |  |                                 |
| A<br>M   | NY RE<br>Ay Pe                                      | LICIES OF INSURANCE LISTED BELC<br>QUIREMENT, TERM OR CONDITION (<br>ERTAIN, THE INSURANCE AFFORDED<br>ES. AGGREGATE LIMITS SHOWN MAY | OF ANY CONTRACT OR OTHE<br>BY THE POLICIES DESCRIBE | R DOCUME | ENT WITH RES   | PECT TO WHICH TH                     | IS CERTIFICATE MAY BE ISS                    | SUED OR                         |
|  | ADD'L   | TYPE OF INSURANCE   | POLICY NUMBER                                       | POI      | LICY EFFECTIVE   | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMIT  | S                               |
| A  |   | GENERAL LIABILITY   | 000000  |          | M/DD/YY  | MM/DD/YY                             | EACH OCCURRENCE                              | \$1.000.000                     |
|  |   | X COMMERCIAL GENERAL LIABILITY  |   |          |  |                                      | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$100,000                       |
|  |   | CLAIMS MADE X OCCUR   |   |          |  |                                      | MED EXP (Any one person)                     | \$10,000                        |
|  |   |   |   |          |  |                                      | PERSONAL & ADV INJURY                        | \$1,000,000                     |
|  |   |   |   |          |  |                                      | GENERAL AGGREGATE                            | \$2,000,000                     |
|  |   | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |          |  |                                      | PRODUCTS - COMP/OP AGG                       | \$2,000,000                     |
| Α  |   | POLICY PRO-<br>JECT LOC<br>AUTOMOBILE LIABILITY<br>ANY AUTO   | 000000  | M        | M/DD/YY  | MM/DD/YY                             | COMBINED SINGLE LIMIT<br>(Ea accident)       | \$1,000,000                     |
|  |   | ALL OWNED AUTOS<br>X SCHEDULED AUTOS  |   |          |  |                                      | BODILY INJURY<br>(Per person)                | \$                              |
|  |   | X HIRED AUTOS<br>X NON-OWNED AUTOS  |   |          |  |                                      | BODILY INJURY<br>(Per accident)              | \$                              |
|  |   |   |   |          |  |                                      | PROPERTY DAMAGE<br>(Per accident)            | \$                              |
|  |   | GARAGE LIABILITY  |   |          |  |                                      | AUTO ONLY - EA ACCIDENT                      | \$                              |
|  |   | ANY AUTO  |   |          |  |                                      | OTHER THAN EA ACC                            | \$                              |
|  |   |   |   |          |  |                                      | AUTO ONLY: AGG                               | \$                              |
| Α  |   | EXCESS/UMBRELLA LIABILITY   | 000000  | M        | M/DD/YY  | MM/DD/YY                             | EACH OCCURRENCE                              | \$1,000,000                     |
|  |   | X OCCUR CLAIMS MADE   |   |          |  |                                      | AGGREGATE                                    | \$1,000,000                     |
|  |   |   |   |          |  |                                      |  | \$                              |
|  |   | DEDUCTIBLE<br>RETENTION \$  |   |          |  |                                      |  | \$<br>\$                        |
| Α  | WOF   | RETENTION \$  | 000000  | м        | M/DD/YY  | MM/DD/YY                             | X WC STATU-<br>TORY LIMITS ER                | Ф                               |
| ~  | EMP   | LOYERS' LIABILITY   |   |          |  |                                      | E.L. EACH ACCIDENT                           | \$1,000,000                     |
| Ν  |   | PROPRIETOR/PARTNER/EXECUTIVE<br>CER/MEMBER EXCLUDED?  |   |          |  |                                      | E.L. DISEASE - EA EMPLOYEE                   |                                 |
|  | If yes  | s, describe under<br>CIAL PROVISIONS below  |   |          |  |                                      | E.L. DISEASE - POLICY LIMIT                  | \$1,000,000                     |
|  | отн   |   |   |          |  |                                      |  | ,                               |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS<br>Certificate Holder is included as additional insured. |   |   |   |          |  |                                      |  |                                 |
| CE   | RTIFI   | CATE HOLDER   |   |          | CANCELLAT  | ION 10 Days                          | for Non-Payment                              |                                 |
|  |   |   |   |          |  |                                      | ED POLICIES BE CANCELLED B                   | EFORE THE EXPIRATION            |
|  |   | Borough of Elmwood Pa   | rk  |          | DATE THEREOF,  | THE ISSUING INSURE                   | R WILL ENDEAVOR TO MAIL                      | 30 DAYS WRITTEN                 |
|  |   | 182 Market Street   |   | 1        | NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL |                                      |  |                                 |
|  |   | Elmwood Park, NJ 0740   | 7   | 1        | IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  |                                      |  |                                 |
|  |   |   |   |          | REPRESENTATIVES.   |                                      |  |                                 |
| 1  |   |   |   |          | AUTHORIZED RE  | PRESENTATIVE                         |  |                                 |