



Use of Facilities Agreement

Hainesport Township, a Municipality of the State of New Jersey, hereinafter referred to as
“**MUNICIPALITY**”, hereby agrees to allow _____

(Name of Person(s) or Organization)

hereinafter referred to as “**USER**”, to use the facilities listed below:

(Name and Location of FACILITY)

hereinafter referred to as “**FACILITY(IES)**” for:

(State the Purpose)

on the following date(s):

(List Days of Week, Dates and Start & End Time)

The above **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

Department of Public Works / 609-267-2730 x120 at **MUNICIPALITY**, and **USER** shall

(Name and Tel. Number)

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 **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY**.

COVID-19

USER verifies and asserts that all activities conducted at the **FACILITY** shall be in full compliance with the CDC Guidelines, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs which can be reviewed at:

https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html.

Indemnification

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER's** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury 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 by or caused to be conducted by **USER or the Municipality**, 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 or the Municipality**, 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**, **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 the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** 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 an authorized representative of the **USER** and the **MUNICIPALITY** on

this ____ day of _____, 20____.

USER

MUNICIPALITY

Witness

Witness

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 “**MUNICIPALITY**”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

MUNICIPALITY shall be named as an “Additional Insured”.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**’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.

* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that “Liquor Liability or Host Liquor Liability” coverage be provided by **USER**. For certain uses, it may be recommended that coverage for “Spectators” and/or “Athletic Participants” be required or that Sports Accident coverage be maintained by the **USER**.