

PUBLIC PROPERTY RESTORATION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20____ by and between _____, a non-profit corporation of the State of New Jersey or individual, having its address at _____ (the "Applicant"), and THE CITY OF SUMMIT DEPARTMENT OF COMMUNITY PROGRAMS, a municipal corporation of the State of New Jersey, having its place of business at 100 Morris Avenue, Summit, NJ 07901 (the "Department of Community Programs")

RECITALS

1. Pursuant to Title 31 of the Revised Ordinance of the City, entitled "Establish Rules and Regulations for the Use of Public Property" (the "Ordinance"), Applicant has requested that it be permitted to use public property owned by the City, or one of its Departments, and located at _____ (the "Property").
2. The Ordinance sets forth as one of its requirements in connection with Applicant's request to use the Property that Applicant enter into an agreement with the City in the form hereof.

NOW, THEREFORE, it is agreed by and between the Applicant and the City of Summit Department of Community Programs as follows:

1. Following its use, Applicant shall restore the Property to the condition in which it existed prior to the use by Applicant, including without limitation, the removal of debris, emptying of trash receptacles and correction of temporary changes to the Property.
2. If requested by the Director, Applicant shall pay to the City of Summit Department of Community Programs in cash, bank or certified check an amount required to reimburse the City of Summit Department of Community Programs for the cost of furnishing municipal labor, services and material beyond those normally provided by the Department of Community Programs, and resulting from or caused by Applicant's user of the Property, which shall include an administrative surcharge of fifteen per cent (15%) of such amount.

IN WITNESS WHEREOF, Applicant and the City of Summit Department of Community Programs have caused this Agreement to be signed the day and year first above written.

ATTEST:

ORGANIZATION OR PERSON IN CHARGE

ATTEST:

DEPARTMENT OF COMMUNITY PROGRAMS

Witness Signature

Mark Ozoroski, Assistant Director

HOLD HARMLESS AGREEMENT

1. "I/we me/my" shall mean one of the following:

AN INDIVIDUAL: Name: _____ **OR**

ORGANIZATION: Name: _____ **OR**

CORPORATION: Name: _____

2. "You/Your" shall mean the municipal corporation known as the City of Summit, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date _____ Site _____

Hours site is needed _____ AM/PM to _____ AM/PM.

Activity to be held (describe in detail)

4. I sign this Hold Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption; I have the following additional duties to you related to the use of the site listed above:

- a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;
- b) to acknowledge by the signing of this Hold Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above.
- c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on your property.
- d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also agree that where the municipal officer signing this Hold Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance.

_____ Applicable _____ Not Applicable

In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.

8. (Applicable to Corporations Only)

I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold Harmless.

9. LEGAL SIGNATURE

(a) Individual _____ OR

(b) Individual _____ on behalf of _____ OR
(organization)

(c) Individual _____ Title _____ on behalf of _____
(corporation)

Address of Individual, Organization or Corporation: _____

Home phone: _____ Work Phone _____ Cell _____

Signature of Person on behalf of the City of Summit, Department of Community Programs.

(Signature)

(Title)

EXPLANATION OF HOLD HARMLESS AGREEMENT

“I” or “me” shall mean the individual, organization, or corporation set forth below.

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the City of Summit whole from any claim, lawsuit, settlement, or judgment, including all attorneys’ fees, together with all costs, fees, and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the activity to be held.

I have also indicated that I will not serve, or allow to be served, alcoholic beverages or that, if I do, in fact allow them to be consumed, then I will comply with Paragraphs 6(a), 6(b), 6(c) and 6(d) of the Hold Harmless Agreement which places the sole responsibility for any claim or lawsuit wholly upon me.

Name: _____ Organization: _____

Title: _____ Dated: _____

IF A CORPORATION, CORPORATE ACKNOWLEDGEMENT IS TO BE ATTACHED HERETO.

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF _____

SS:

I CERTIFY that on _____, 20____, _____

Personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ of _____, the corporation named in the attached document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the _____ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Signature

Signed and sworn to before me

on _____, 20____
