



6 PROSPECT STREET, FAR HILLS, NJ 07931

T. 908.234.0611 F. 908.234.0918

WWW.FARHILLSNJ.ORG

BOROUGH OF FAR HILLS HOLD-HARMLESS AGREEMENT

Complete and return to Borough Clerk, Borough of Far Hills, 6 Prospect Street, Far Hills, NJ 07931

t. 908.234.0611 f. 908.234.0918

1. **“I/WE/OUR”, “ME/MY/US/OUR”** shall mean:

(Name of Individual/Organization/Corporation/Partnership/LLC/LLP)

2. **“YOU/YOUR/BOROUGH”** shall mean the BOROUGH OF FAR HILLS, their agents, servants, employees, volunteers, Borough Council members, other public officials and/or contractors.

3. **GENERAL INFORMATION**

Setup Date: _____ Start Time: _____ End Time: _____

Event Date: _____ Start Time: _____ End Time: _____

Take Down Date: _____ Start Time: _____ End Time: _____

Site of Event: _____

Activity(ies) to be held: _____

4. **I/WE** sign this Hold Harmless Agreement as **MY/OUR** voluntary act and by this act agree to hold the **BOROUGH** harmless and indemnify the **BOROUGH** from any claims, suits or other actions arising from, caused by, or which are the alleged result of any act or omission of **OURS, OUR** guests, invitees, licensees, visitors or other persons present on and/or in property(ies) and/or building(s) and/or street(s) and/or facility(ies) and/or park(s) and/or parking lots owned by the Borough of Far Hills and/or on locations designated in a Large Event Permit Application, Open Flame Permit Application, Temporary Food Permit Application, Tent Permit Application, Use of the J. Malcolm Belcher Fairgrounds Permit Application, Use of the Municipal Building Permit Application, Social Affairs Permit Application, Catering Permit Application or on a Borough-sponsored event application (the “Application”) in order to participate in, organize, assist, enjoy, supervise or in any other way further any and all activity(ies) on date(s) as described above to **YOU**.
5. **I/WE** state that the **BOROUGH** will be advised in a written communication and/or in the Application of any and all activity(ies) that will include the consumption of alcoholic beverages and **I/WE** agree to be bound by the terms of (a), (b), (c) and (d) listed below.

I/WE state that the **BOROUGH** will be advised in a written communication and/or in the Application of any and all activity(ies) listed that will **NOT** include the consumption of alcoholic beverages; however, should any person described in Paragraph 4 consume alcohol or allow or permit others to consume alcohol then **I/WE** agree to be bound by the following terms:

a) That **I/WE** am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in any/all of **MY/OUR** activity(ies) including but not limited to those persons described in Paragraph 4 above;

b) To acknowledge by the signing of this Hold Harmless Agreement that the **BOROUGH** has no authority, control, or participation in the dispensation or consuming of alcohol by **ME/US** and that **I/WE** will take no step(s), actions(s), or measure(s) to convey the idea that the **BOROUGH** in any way have promoted, assisted, or participated in **MY/OUR** dispensing and consuming of alcoholic beverages on the site(s) and date(s) indicated;

c) That **I/WE** will not allow persons under the age of 21 to dispense or consume alcohol at the site(s) during **MY/OUR** activity(ies) to be held at the site of the event/activity described above;

d) To comply with all Municipal Ordinances and New Jersey State laws relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

6. **I/WE** shall also provide the **BOROUGH** with a Certificate of Insurance showing evidence of the insurance as required on Exhibit A – Insurance Provisions. **I/WE** and **YOU** hereby acknowledge that Exhibit A is considered a material item of this Agreement. Permit(s) will not be issued until evidence of valid insurance is provided and accepted. The Certificate of Insurance shall name the “Borough of Far Hills” as an additional insured, as well as any other entity which will be covered by the insurance coverage provided for this event/activity. It is further agreed that **I/WE** shall provide a Waiver of Subrogation to the **BOROUGH** on the General Liability coverage.
7. (For Entities Only) **I/WE** also agree that **I /WE** am obligated to reimburse the **BOROUGH** for all reasonable attorney’s fees incurred by the **BOROUGH** to enforce the terms of this Hold Harmless Agreement or to defend the **BOROUGH** against the claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines should have been defended by **ME/US** at **MY/OUR** sole cost and expense pursuant to this Hold Harmless Agreement.

8. LEGAL SIGNATURE(S)

Signature on Behalf of Individual or Entity:

Print Name and Title of Person Signing

Print Name of Entity

Print Mailing Address for Individual or Entity

Telephone/ Fax/ Email

Signature of Individual or Authorized Representative of Organization/Entity

Date

AND

Signature on Behalf of the Borough of Far Hills:

Print Name and Title of Person Signing

Signature of Authorized Representative of Borough of Far Hills

Date

ALL PAGES OF THIS DOCUMENT HAVE IMPORTANT LEGAL AND INSURANCE CONSEQUENCES. IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICES AND ADVICE. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT.

ENTITY ACKNOWLEDGEMENT FOR ORGANIZATION/CORPORATION/PARTNERSHIP/LLC/LLP

The following is to be completed only if the above is being signed on behalf of an entity. This statement, signed by a duly authorized representative of the Organization/Corporation/Partnership/LLC/LLP verifies that the person signing the Hold Harmless Agreement above, is authorized to do so on behalf of the Organization/Corporation/Partnership/LLC/LLP entering into this agreement.

STATE OF NEW JERSEY,
COUNTY OF _____

I CERTIFY that on _____
(Date)

_____ personally came before me and
(Name of signature on behalf of Entity)

this person acknowledged under oath, to my satisfaction that:

- a. This person is the
(title) _____
of (entity) _____
and is the person who signed the Hold Harmless Agreement;
- b. I am the attesting witness to the signing of this document by the proper member of the entity, and I am
(name) _____
the (title) _____ of the entity;
- c. This document was signed and delivered by the entity as its voluntary act and is duly authorized;
- d. I am signing to attest to the truth of these facts.

Signature of Witness
Date

NOTARY
Signed and sworn to before me on

CORPORATE SEAL

_____, _____
Date

Name and Title

EXHIBIT A: INSURANCE PROVISIONS

I/WE shall purchase and maintain insurance, in conformance with the provisions contained in this Exhibit. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act, from which the claim arises, are attributable to **ME/US**, or any of **OUR** consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.

If **I/WE** shall fail to maintain the required insurance, it will not be deemed a waiver by the **BOROUGH** of **OUR** insurance obligations set forth herein.

I/WE must maintain the required insurance with an insurance company admitted to conduct business in the state of New Jersey and rated A- VIII or better by A. M. Best.

I/WE shall name the **BOROUGH** as an Additional Insured for Operations and Products/Completed Operations (where applicable) on **OUR** Commercial General Liability Policy. Insurance obtained by **ME/US** is primary and non-contributory in relation to any coverage(s) procured by the **BOROUGH**. It is further agreed that **I/WE** shall provide a Waiver of Subrogation to the **BOROUGH** on the General Liability coverage.

I/WE shall maintain the Types of Insurance with minimum limits of liability and terms as set forth as follows:

Commercial General Liability Insurance with limits of not less than a combined single limit of liability for Bodily Injury, Property Damage, Personal Injury and/or Advertising Injury as follows:

- \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Damage to Premises Limit (added these per prior Insurance requirement submitted)
- \$3,000,000 Liquor Liability, Each Occurrence, if **I/WE** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages
- \$3,000,000 Host Liquor Liability, Each Occurrence, if **I/WE** are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages but liquor will be present and/or served

Business Automobile Liability Insurance, including coverage for owned vehicles (if any), non-owned vehicles and hired (rented) vehicles:

- \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

Workers' Compensation – NJ Statutory and Employers' Liability Insurance

- \$500,000 Bodily Injury by Accident, for each accident
- \$500,000 Bodily Injury by Disease, policy limit
- \$500,000 Bodily Injury by Disease, each employee

Excess or "Umbrella" Liability Insurance

- (Excess of Commercial General Liability, Business Auto Liability and Employers' Liability)
- \$2,000,000 each occurrence/\$2,000,000 aggregate