

BOROUGH FACILITY USE AGREEMENT

ORGANIZATION/NAME: _____

ADDRESS: _____

PHONE #: _____ **EMAIL:** _____

BOROUGH FACILITY: _____

TYPE OF EVENT: _____ **#OF PERSONS ATTENDING:** _____

REQUESTED DATE(S): _____

_____, 20

FROM: _____ **M. TO** _____ **M.**

This is an Agreement between the above-named Organization/Person and the Borough of Wenonah, a Municipal Corporation of the State of New Jersey (“Owner”). If more than one organization or person is named above, and executes this Agreement below, each of them shall be jointly and severally responsible under this Agreement. In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **Permission to Use.** The Owner hereby gives permission to use the Borough Facility during the Time Period and the Type of Event (“Event”) listed above. The Event may take place only in the Borough Facility listed above. Organization’s use of the Borough Facility shall not constitute a tenancy of any kind; this Agreement is not a lease. This permission is personal to the Organization and may not be assigned by Organization in whole or in part.

2. **Catering Food and Beverages.** The Owner does not sell, serve or furnish food or beverages of any kind. The Organization may provide their own, or engage a caterer to serve food and beverage during the Event, but the Organization and Organization’s caterer take full responsibility in doing so. Organization and/or caterer also take full responsibility for complying with the New Jersey alcoholic beverage laws. No one shall sell alcoholic beverages of any kind on the Owner’s premises. The Organization and/or caterer shall not furnish or serve alcoholic beverages to anyone. The Owner does not have a license or permit for the provision of alcoholic beverages and any such permit or license, if required, must be obtained by the Organization or the Organization’s caterer, and only with the express permission of Borough Council (“Owner”).

3. **Purpose and Restrictions.** Organization may not use the Borough Facility for any purpose other than the Event as described above. Organization shall not use the Borough Facility for any unlawful purpose or for any purposes inconsistent with the purposes of the Owner. Organization shall not constitute a nuisance, or may cause damage or waste to the Borough Facility in any way. The Owner shall have the right to terminate this Agreement, and close the Borough Facility in the event of any violation of this Agreement, and doing so shall not obligate the Owner

