BOROUGH FACILITY USE AGREEMENT

ORGANIZATION/NAME:	
ADDRESS:	
	EMAIL:
BOROUGH FACILITY:	
TYPE OF EVENT:	#OF PERSONS ATTENDING:
REQUESTED DATE(S):	
FROM:	M. TOM.

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

in any way. Glass bottles or containers are prohibited at the Wenonah Lake, and smoking is prohibited anywhere inside the Borough buildings. Borough buildings should not be used for any activities using ignition sources, such as candlelight meetings.

- 4. **Insurance and Release**. Organization shall maintain liability insurance. Organization shall have the Owner ("Borough of Wenonah") named as an "additional insured" thereof for the purpose of the Event and shall deliver to the Owner prior to the event a certificate evidencing same. The General Public Liability Insurance shall have a single limit of not less than \$500,000.00 for the bodily injuries or death, for one person, and \$1,000,000.00 for two or more persons in any one accidental occurrence, and Property Damage Liability Insurance in a sum not less than \$100,000.00. A copy of the policy of insurance or certificates thereof shall be delivered to Owner which shall contain provisions for assumption by the insurance company for claims arising out of injury to persons or property in or about the Borough Facility at least seven (7) days prior to the Event. Organization and all of Organization's guests, members, invitees, employees and agents shall assume all risks of use.
- 5. **Waiver of Subrogation**. All Insurance policies carried by the Organization covering the Event and the Borough Facility, and all property located therein, including, but not limited to, contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the Owner.
- 6. **Indemnification**. Organization shall indemnify, defend and hold harmless the Owner, its elected and appointed officials, its agents, employees and volunteers from any claims, demands, expenses, attorney's fees and liability arising out of Organization's use. In addition, Organization, for itself and for all of its employees, agents, members, guests and invitees, and for all persons who may come upon the Borough Facility or adjoining areas and grounds during Organization's use of the Borough Facility, hereby agrees that the Owner, its elected and appointed officials, its agents, employees and volunteers shall not be liable in any way for any matter, cause, thing, action or omission with respect to Borough Facility or the adjoining areas and grounds or the respect to Organization's us of the hereby released and discharged of any and all liability of any kind, including personal injury, death and/or property damage, with respect thereto. Owner and Organization are not partners, joint ventures, principals, agents or otherwise related in any way.
- 7. **Inspection**. Owner and its representatives shall have the right to enter into and upon the Borough Facility or any part thereof at all times during the Event for the purpose of examining same for compliance with state and local regulations or ordinances, and/or making such repairs or alterations therein as they may deem necessary.
- 8. **Covenants Binding**. The terms, covenants, and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns.

OWNER:		
	Council Member or Mayor	Date
	Borough Clerk	Date
*ORGANIZATION/: PERSON	Individual or Representative of Organization	Date
TERIS OT V	Print Name	-

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