## **Borough of Wenonah**

Office of Municipal Clerk 1 South West Avenue, Wenonah, NJ 08090

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(856)468-5228

## Wenonah Borough Train Station Use Request for 2025

This form is for Borough organization requests for meetings or small events at the Train Station property (Jack C. Sheppard Community Center). Due to the property age and size, use of this property is limited to Wenonah based organizations. Occupancy of the train station is limited to 44 people.

Organization					
Requestor's name					
Address					
Phone number					
Email					
Date (for multiple					
dates, attach list)					
Times					
Event type (circle):	Meeting	Other (d	describe):		
Please read the back of this form  Reminders:  No alcohol permitted wi  No open flames are perr  Requestor's Signature:  I have read the Agreement on the	thout an appro mitted, includin	oved NJ Social	al Affairs permit les (i.e. sterno)	or candles.	S.
Signature				Date	
Printed Name					
Borough (Owner) Approval:					
Council Member or Mayor				Date	
Borough Clerk				 Date	

This is an agreement between the above-named Organization 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:

- Permission to Use. The Owner hereby gives permission to use the Borough facility during the Time Period and for 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 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 the Borough Council ("Owner"). No alcohol permitted without NJ Social Affairs permit issued before the event which may require up to four weeks for approval.
- 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. Smoking is prohibited anywhere inside Borough buildings. Borough buildings should not be used for any activities using ignition sources, such as candlelight meetings.
- 4. **Insurance and Release**. Organizations 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 for the bodily injuries or death, for one person, and \$1,000,000 for two or more persons in any one accidental occurrence, and Property Damage liability Insurance in the sum not less than \$100,000. 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 the 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 tall 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 my 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 always enter and upon Borough Facility or any part thereof 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. **Convenants 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. NOV2024