# **Borough of Wenonah**

Office of Municipal Clerk, 1 South West Avenue, Wenonah, NJ 08090 <u>Ksweeney@boroughofwenonah.com</u> (856)468-6713

# **Outdoor Public Property Event Application**

Applications must be submitted in advance to allow for Borough Council review and approval at a public meeting, typically the 4<sup>th</sup> Thursday of the month. See the Borough calendar for meeting schedule. Submit your completed application no later than Monday before the Council meeting prior to your event.

Any misrepresentation in this application or deviation from the final agreed-upon event described herein may result in the immediate revocation of the permit.

required forms (food and/or ald	cohol) along with r	approvals.  If YES, see separate, additional application. You or the vendor of the alcohol will need a NJ Social Affairs Permit <b>prior to</b> the event. and return this form (see Agreement on reverse side) and additional required fees and deposit to the Borough office.  Ind will follow all Borough rules and regulations.
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Hot food provided on site		
		If YES, provide copies of Gloucester County Health Department
		If YES, provide attachment listing what streets and timing.
		down tents and a map or plan showing tent location.
		for each tent, estimated dates/times for putting up and taking
Will you be erecting tents?		If YES, provide attachment with number of tents, occupancy limit
Was event held previously?		If yes, list prior dates and changes this year on separate sheet
		eparate sheets for additional information as needed.
Learts at the Park must end b	y 9pm; Lake Park e	events must end by 11pm; Lights are not included at either park
Multi-day event?	Give dates and times:	
# attending?	Anticipated attendees, guests, participants totaling: (Note: over 100 people requires police review for traffic safety)	
Rain date?	A -11-1-1-1-1-1-1	and an analysis and Colorada to the Pro-
Event Date/Time*		
French Data /T' *	Other (descri	ribe):
(3.133.1)		, ,,
Event location (check)	Par	rk Lake Park & Pavilion (non-swimming day)
Event title/description		
Email		
Applicant phone #		
Applicant address  Applicant phone #		
Applicant address		

Borough Clerk/date

Council Member or Mayor/date

DEC2024 - OUTDOOR PUBLIC EVENT APP

# BOROUGH OF WENONAH PUBLIC PROPERTY EVENT APPLICANT AGREEMENT

### **SECTION I - SAFETY**

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by the Borough of Wenonah to protect the health, safety and welfare of the public. The Borough of Wenonah shall have the power to review the proposal and require as necessary detailed plans, diagrams, and explanations to clearly outline to the Borough exactly what the Applicant is proposing.

#### SECTION II - PURPOSE AND RESTRICTIONS

The Applicant may not use the Borough Facility for any purpose other than the Event as described above. Applicant shall not use the Borough Facility for any unlawful purpose or for any purposes inconsistent with the purposes of the Owner. Applicant shall not constitute a nuisance or 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 and smoking are prohibited anywhere inside the Lake Park. Applicant is not permitted to utilize water hoses or water hose connection without prior written consent of the Public Works Supervisor or Borough Administrator. Applicant may not affix anything to park trees, outdoor structures in parks, or exterior or interior building walls or ceiling or roof of Train Station without prior written consent of the Borough Administrator. Vehicles are not permitted on grounds of Wenonah Park or Lake Park at any time.

#### **SECTION III – INSURANCE**

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance (including liquor liability) in the amounts determined by the Borough (not less than \$1,000,000.00 to protect against damages or other claims arising from use of Borough property by the Applicant or its guests. Other limits may also be established by the Borough for events which will be serving or consuming alcoholic beverages at approved Borough property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "The Borough of Wenonah" must be named as an "Additional Insured" and "Certificate Holder" on the Certificate of Insurance, and the Certificate must be delivered to the Borough prior to Applicant's use of the property. The insurance may not be canceled during the term of the event. If this occurs, the Borough has the right to revoke approvals related to use of the Borough property for the vent, without recourse by the Applicant.

# **SECTION IV – INDEMNIFICATION**

The applicant agrees to indemnify, release and hold harmless the Borough of Wenonah from and against any and all claims, costs, demands, damages, judgment or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Borough property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Borough property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

## SECTION V - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the Borough property or occupancy thereof as being strictly "As-Is" and in a satisfactory state of repair and/or condition.

## **SECTION VI – AGREEMENT**

The Applicant agrees that the Borough of Wenonah can, at its sole discretion, terminate and cancel its Permit to use Borough property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless the Borough of Wenonah from any and all claims, demands or cause of actions based upon the Borough's cancellation or termination of said Permit. The Applicant agrees that the Borough of Wenonah does not provide Applicant with any property rights in the Borough property in question or in the Permit itself.