



VENTNOR CITY POLICE DEPARTMENT
DEPARTMENT OF PUBLIC SAFETY

6201 ATLANTIC AVENUE
VENTNOR CITY, N.J. 08406
(609) 822-2101 – Fax: (609) 487-8682



Joseph W. Fussner
Chief of Police

Joseph W. Wootton
Captain of Police

Application for 4-wheel Drive Beach Permit

FEE: \$FREE - Fishing Derby (September 15 to December 31)

FEE: \$100 Yearly (January 1 to April 30 and September 15 to December 31)

Date: _____

Fishing Derby Permit # _____ (If Applicable)

License Plate # _____ State _____

VIN # _____

Vehicle Make: _____ Model: _____ Color: _____ Year: _____

I, _____, hereby apply to the City of Ventnor, N.J. for the issuance of a four wheel drive permit for the above listed vehicle. If permit is issued, I agree to lawfully operate my four wheel drive vehicle on the beaches of the City of Ventnor. I agree to abide by the rules and regulations for four wheel drive vehicles as adopted by the City of Ventnor in it's ordinances and to further obey all laws and directions of the Ventnor City Police Department, as they are authorized to enforce the rules and regulations of the City of Ventnor concerning the use of vehicles on the beach area.

I acknowledge that I have received a copy of the rules and regulations for Four Wheel Drive vehicles, for the year of my application, at the time that I made an application for my permit.

Signed _____

Print Name _____

Registered Owner _____

Instructions

If not signed by the registered owner, permit shall not be issued. Copies of valid driver's license, insurance and registration must be attached to the application. If permit is issued to a company or corporation, the applicant may return the fully completed application and copies of above mentioned documents with the authorized signature of the company or corporation representative.

INDEMNITY AND HOLD HARMLESS AGREEMENT

(Owner of 4 Wheel Drive Vehicle)

agrees to release, indemnify, and hold harmless the **CITY OF VENTNOR** and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by

(Owner of 4 Wheel Drive Vehicle)

negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

This indemnification and agreement shall apply in all instances whether the **CITY OF VENTNOR** and/or the Atlantic County Municipal Joint Insurance Fund, is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Description of Event / Facility / Contract: **4 Wheel Drive on Ventnor Beach**

Location: **Ventnor Beach**

Date(s): _____

By: _____

(Authorized Signature of the Owner of 4 wheel drive vehicle)

Print Name: _____

Title: _____

Date: _____

Witness: _____

Title: _____

Date: _____

Use of Facilities Agreement

City of Ventnor a Municipality of the State of New Jersey, hereinafter referred to as
“MUNICIPALITY”, hereby agrees to allow

(Name of Person(s) or Organization)

hereinafter referred to as “USER”, to use the facilities listed below:

Name and Location of FACILITY(IES): VENTNOR BEACH hereinafter referred to as “FACILITY(IES)” for 4 Wheel Driving on the Ventnor beach,

on the following date(s) and time(s):

Fishing Derby (September 15 to December 31)

Yearly (January 1 to April 30 and September 15 to December 31)

The above USER shall inspect the described FACILITY (IES) prior to the use of the FACILITY (IES) and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) to VCPD – Dispatch at 609-822-2101 at MUNICIPALITY, and USER shall immediately cease the use of the FACILITY (IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

Indemnification

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER’s use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described below and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to provide the **MUNICIPALITY** with Proof of Insurance indicating the continuation of insurance coverage. **USER** **MUST** attach the following:

Declaration pages from the USER Auto Policy and from homeowners or renters insurance. Limits of liability no less than:

Auto (personal) \$100,000/\$300,000/\$100,000

Homeowner/Renter: \$100,000

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this _____ day of _____, 20_____.

USER - Signature

City of Ventnor – MUNICIPALITY

Print Name – User

Print Name – Municipality