

CITY OF VENTNOR



Application to operate a

DRONE

Mayor Beth Holtzman
Commissioner Lance Landgraf
Commissioner Tim Kriebel

City of Ventnor
Ventnor City, New Jersey



Douglas H. Biagi
Chief of Police

**VENTNOR CITY POLICE DEPARTMENT
BUREAU OF PUBLIC SAFETY**

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



Joseph Fussner
Captain of Police

Application to operate a DRONE in the City of Ventnor: FEE \$25.00

Date: _____

Name: _____

Address: _____

Email: _____

Phone Number: _____

Drone Make: _____ Model: _____ Color: _____

Serial Number: _____

Special event name/date/location: _____

Rules and Regulations: City of Ventnor Chapter 107 and FAA safety guidance

1. Will not fly above 400 feet
2. Will fly within visual line of sight
3. Aware of City of Ventnor regulations and FAA airspace requirements: www.faa.gov/go/uastfr
4. Will not fly directly over people
5. Will not fly over stadiums and sports events
6. Will not fly near emergency response efforts such as fires or police scenes
7. Will not fly near aircraft, especially near airports
8. Will not fly under the influence

I, _____, hereby apply to the City of Ventnor, N.J. for the issuance of a drone permit. If permit is issued, I agree to lawfully operate my drone in the City of Ventnor. I agree to abide by the rules and regulations for drones as adopted by the City of Ventnor in its ordinances and to further obey all laws and directions of the FAA and the Ventnor City Police Department, as they are authorized to enforce the rules and regulations for the City of Ventnor concerning the use of drones.

I acknowledge that I have received a copy of the rules and regulations for drones at the time that I made an application for my permit.

A copy of your FAA license MUST be attached to this application.

Signed _____

Print Name _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

(Individual / Group / Contractor)

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

(Individual / Group / Contractor)

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: _____

Location: _____

Date(s): _____

Rain Date(s): _____

By: _____

(Authorized Signature of the Individual / Group / Contractor)

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):

hereinafter referred to as “**FACILITY(IES)**”

for

(State the Purpose)

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

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 in the attached schedule 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 name the **MUNICIPALITY** as an "Additional Insured" on the **USER**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required.

On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

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

this _____ day of _____, 20_____.

USER

City of Ventnor – MUNICIPALITY

Print Name – User

Print Name – Municipality

Schedule of Insurance*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the "**MUNICIPALITY**":

1. General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.
Auto Liability, minimum 100,000-300,000-100,000 and
Workers Comp, statutory minimum limits 100,000-500,000-100,000. *One million (\$1,000,000) dollars is requested for higher hazard exposures. These limits apply to the Employers Liability Section of the Workers Comp Act.*
2. Certificate aviation liability to cover the Drone and specific operator, this should also name the City as additional insured. Auto Liability and workers comp is also a requirement.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that "Liquor Liability or Host Liquor Liability" coverage be provided by USER. For certain uses, it may be recommended that coverage for "Spectators" and/or "Athletic Participants" be required or that Sports Accident coverage be maintained by the **USER**.