

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) (Include rain date if applicable):

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**. The **USER** will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the **FACILITY** for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor’s facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Insurance:

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall purchase and maintain such insurance and as is appropriate for the type of use and hazards present and as well 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. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on
this _____ day of _____, 20_____.

USER SIGNATURE

Print Name

Date