

VENTNOR CITY HALLOWEEN FEST & PARADE

Saturday, October 22, 2022, at 12 Noon

2022 Parade Application

Application Deadline: Wednesday, October 12, 2022

Applicant/Organization _____

Contact Person _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email Address _____

Type of Unit

Please check all that apply: Baby Animal Family / Couple / Group Single

Number of participants in unit _____

Does unit have sound or music: Yes No

Entry Description: _____

By signing the application, I agree, all involved will abide by the rules and regulations enclosed as established by the City of Ventnor.

Responsible Party

Date

Mailing & Contact Information:

City of Ventnor, 6201 Atlantic Avenue, 2nd Floor, Ventnor City, NJ 08406

ATTN: Special Events – Halloween Parade

Email: ventnorevents@gmail.com or oem@police.ventnorcitey.org

APPLICATION MAY BE SCANNED AND EMAILED

Rules and Regulations

General Information

1. The main parade formation/staging area located at beach block Suffolk Avenue by 11am in Ventnor, NJ.
2. The parade will start on the boardwalk at Suffolk Avenue & end at New Haven Avenue promptly at 12 noon.
3. All entries MUST submit a completed application and have permission to participate in parade. All applications must be postmarked no later than October 15, 2022.
4. The Halloween Committee approves all entries to the Parade and participants agree to all rules set forth in this document.
5. All units must reflect a Halloween theme and should not be predominately commercial in nature.
6. No materials of any sort (candy, toys, leaflets) are to be thrown or otherwise distributed from your unit. Violation of this rule could mean dismissal from Parade and exclusion from next years' Parade.
7. All units must be kept always moving. Please remember that unless directed by Parade Official or Police Officer there is to be NO Stopping.
8. The individual signing on behalf of the organization accepts responsibility to distribute the rules and regulations to all individuals and entities who participate in the parade.
9. **Adults must be with minors at all times.**

ANIMALS

1. Any unit with animals must make arrangement with walking individuals associated with their unit. Droppings may not be disposed at disbanding area. All animals must be always on a leash.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Date: _____

Name (PRINT): _____

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 **City of Ventnor** 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.

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.

Event Name: City of Ventnor – Halloween Fest & Parade

Location: Atlantic & Ventnor Avenue, Ventnor NJ 08406

Date(s): Saturday, October 22, 2022

By: _____

(Authorized Signature of the Individual)

Print Name: _____ Phone: _____

Business: _____

Address: _____

Email: _____

Date of Birth: _____/_____/_____

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):

BOARDWALK FROM SUFFOLK TO NEW HAVEN, VENTNOR NJ 08406

hereinafter referred to as "**FACILITY(IES)**" for VENTNOR CITY HALLOWEEN FEST & PARADE

(State the Purpose)

on the following date(s) and time(s) (Include rain date if applicable):

SATURDAY, OCTOBER 22, 2022 – 12 NOON

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** on

this ____ day of _____, 20 ____.

USER SIGNATURE

Print Name

Date

Waiver and Release

By signing this waiver and release with regard to my application for participating in the Halloween Fest & Parade in the City of Ventnor, to which this signed form is attached, I declare that I have full authority to represent the entity specifically named on the application.

I, for myself, my organization, any heirs, successors, assigns, personal representatives, or next of kin, hereby release and hold harmless the City of Ventnor, NJ, their Officers, officials, agents, employees, or any other sponsoring agencies, owners of premises used for the event with respect to any and all injury, disability, death, including any wage replacement current or future. All costs will be the sole responsibility of the organization sponsoring or otherwise organizing the event.

I have requested a waiver of the requirement to produce insurance. By signing below, I certify that neither I nor the organization I represent is required by New Jersey law to have worker's compensation in effect.

I have read this release. I fully understand its terms and sign it freely without inducement intending to be bound hereby.

VENTNOR CITY HALLOWEEN FEST & PARADE, October 22, 2022

EVENT NAME and DATE(S) of EVENT

X

Authorized Signature / Date

City Representative / Date

Waive and Release NJ Work Comp and Employers Liability