

HOLD HARMLESS AGREEMENT

Between the Borough of Closter
And

Organization Name

Address (not Post Office Box)

Telephone Number

Organization Type (Individual, Partnership, Non Profit Corporation, Corporation, Public Entity)

In consideration of the use of _____

On the following dates: _____

For the purpose of: _____

the undersigned agrees to indemnify, defend and hold the Borough of Closter and it's officers, agents and employees harmless from any all liability, claims, costs and attorney's fees arising out of the use referred to above.

I understand that this hold harmless agreement also requires that the Borough of Closter is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to. Unless waived in writing by the Borough of Closter, I agree to furnish a Certificate of Insurance specifically naming the Borough of Closter as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 combined single limit. Said certificate shall state that "the issuing company shall mail 30 days written notice to the certificate holder named, certified mail return receipt." It shall also contain a statement acknowledging this hold harmless agreement. No exceptions or limitation will be accepted.

In order to induce the Borough of Closter to accept this hold harmless agreement, the following information concerning the intended use of the premises is furnished.

- a. Alcoholic Beverages (will) or (will not) be served.
- b. Total number of persons anticipated is _____
- c. Live entertainment (will) or (will not) be provided.
- d. Other _____

This agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if representations set forth therein are not adhered to or if the municipality determined that a situation that might lead to personal injury, property damage or violation of law exists.

In cases of any damage or destruction to Borough premises caused by any error, omission, negligent or intentional act of the Organization, its agents, servants, employee guests, licensees and/or invitees, the Organization shall repair or replace the damage at its own cost and expense as expeditiously as possible.

The Borough may defend itself at Organization's expense from any and all claims or lawsuits which may arise out of and/or relating to the Organization's use of Borough premises as set forth herein.

Signed this _____ day of _____ 20____ as the binding
act in deed _____

Name of Organization

X _____
Authorized Signature

Witness

Note: Certificate of Insurance shall be in original form.
No photocopies or fax copies shall be accepted.
It shall also be signed in ink by the authorized person.