



**USE OF FACILITIES
HOLD HARMLESS AGREEMENT**

B*etween the*

BOROUGH OF RUTHERFORD

176 Park Avenue, Rutherford, NJ 07070

And

Name/Organization

Street Address (No Post Office Box)

Contact Person

Telephone Number

e-mail address

Alternate Contact

Telephone Number

Organization Type: *(Please Check One)*

☐ Individual

☐ Government / Non-Profit Organization

☐ For-Profit Organization (Certificate of Insurance is required)

In consideration for use of facilities at _____

on the following date(s): _____

for the purpose of _____

the Undersigned agrees to Indemnify, Defend and Hold the **BOROUGH OF RUTHERFORD** (hereinafter referred to as the "Borough") its Officers, Agents, Employees and Assigns, Harmless from any and all liability, demands, claims, suits, losses, injuries, damages, judgements, expenses, costs and attorneys' fees arising out of the use of the above stated municipal property for the purposed use stated above.

I (we) understand this Hold Harmless Agreement also provides the Borough be indemnified from any and all liability, claims, demands, damages, judgements, expenses and costs of any kind, 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.

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WHEN APPLICABLE

I (we) agree to furnish a Certificate of Insurance evidencing General Liability coverage with **minimum** limits of liability not less than:

COMMERCIAL GENERAL LIABILITY

Minimum Policy Limits of: \$1,000,000. Per Occurrence / \$2,000,000. Aggregate.

Policy must be endorsed to include the BOROUGH OF RUTHERFORD as Additional Named Insured.

It is further understood and agreed, the Borough is not responsible for Personal Property of the Undersigned, their Guests or Participants.

Signed this _____ day of _____, 2023, as the binding act in deed of

Name, Agency or Organization

Authorized Signatory (signature)

Witness (signature)

Print Name

Print Name