

**DENVILLE TOWNSHIP FACILITY REQUEST,  
ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT**

Mailing address: 1 St. Mary's Place, Denville, NJ 07834  
Telephone: 973-625-8300

**I. FACILITY REQUEST FORM**

**SECTION A: APPLICANT INFORMATION**

Individual/organization sponsoring event:

Applicant's name / address:

Applicant's e-mail address

Applicant's telephone number(s): cell, home, work (please identify)

**SECTION B: FACILITY REQUESTED**

(Please check facility requested and areas to be used)

**RECREATION:**

- a) Facilities/Sites:
- Veterans' Park: \_\_\_\_\_  
Cook's Pond: \_\_\_\_\_  
Gardner Field: \_\_\_\_\_  
Other: \_\_\_\_\_
- b) Non field areas to be used:
- Picnic pavilion: \_\_\_\_\_  
Refreshment stand: \_\_\_\_\_  
Pavilion lawn area: \_\_\_\_\_  
Meeting Room: \_\_\_\_\_  
Other: \_\_\_\_\_
- c) Athletic sites/fields to be used:
- Softball: \_\_\_\_\_  
Soccer: \_\_\_\_\_  
Baseball: \_\_\_\_\_  
Lacrosse: \_\_\_\_\_  
Tennis courts: \_\_\_\_\_  
Other: \_\_\_\_\_

**ADMINISTRATION:**

- a) Facilities/Sites:
- Municipal Building: \_\_\_\_\_  
Union Hill School House: \_\_\_\_\_  
Other: \_\_\_\_\_
- b) Area to be used:
- Community Room: \_\_\_\_\_  
Conference Room: \_\_\_\_\_  
Other: \_\_\_\_\_

**LIBRARY**

- a) Area to be used:
- Meeting Room: \_\_\_\_\_

**SECTION C: DESCRIPTION OF EVENT / SIGNATURE**

Date requested: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Start time: \_\_\_\_\_

Finish time: \_\_\_\_\_

a) Description of attendees:

Group size: minimum \_\_\_\_\_ maximum \_\_\_\_\_

b) Description of activity to be conducted: (Please be specific and list the nature of the event (e.g. fundraiser, special event, family or annual picnic) and all events planned (e.g. list all games, music, entertainment and activities)).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the above-mentioned information is true and valid to the best of my knowledge. I also understand a Certificate of Insurance will be required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Signature

**SECTION D: BEVERAGES TO BE SERVED**

Alcoholic beverages to be served (check one): yes \_\_\_\_\_ no \_\_\_\_\_

**NOTE: Township Ordinance 133-14.1.b prohibits the consumption of alcoholic beverages in all Township Recreation Facilities without permission. In addition, alcohol consumption is strictly prohibited at Cook's Pond. If you intend to serve alcohol in any other park/facility described above at a fund-raising event, you must apply to the Municipal Clerk for a Special Affairs Permit. In addition, the mayor of the Township of Denville must grant permission to any person or group intending to consume alcohol on any property of the Township of Denville. A copy of this Facility Request Form will be sent to the office of the mayor upon application. If permission is granted by the mayor, you will receive the completed application indicating in section E, b) below that permission to consume alcohol(beer and wine only) is granted and specifying any additional requirements such as insurance requirements or necessary ABC permit requirements. Additional insurance information is also specified in section F below. Please read sections E and F of the Request Form carefully. Recycling is MANDATORY and GLASS IS PROHIBITED.**

If alcoholic beverages are to be served, please complete the following information:

Type of alcoholic beverages to be served: \_\_\_\_\_

Type of container (e.g. cans, kegs, other): \_\_\_\_\_

There will be a charge to this event assessed by ticket or otherwise (check one): yes \_\_\_\_\_ no \_\_\_\_\_

**SECTION E: GRANT/DENIAL (FOR OFFICE USE ONLY)**

a) **GRANT/DENIAL OF PERMISSION TO HOLD EVENT AS DESCRIBED (Non-alcohol related events):**

**PERMISSION TO HOLD NON-ALCOHOL RELATED EVENT** (check one):

Granted (must have Certificate of Insurance): \_\_\_\_\_  
Denied: \_\_\_\_\_

b) **GRANT/DENIAL OF PERMISSION TO HOLD EVENT AS DESCRIBED AND SERVE ALCOHOL:**

**PERMISSION TO SERVE ALCOHOL** (check one):

Granted *but must have*:

- a) Certificate of Insurance \_\_\_\_\_
- b) Special Affairs Permit \_\_\_\_\_

Denied: \_\_\_\_\_

**SECTION F: FEES/INSURANCE INFORMATION REQUIRED (FOR OFFICE USE ONLY)**

**TOTAL FEE:** \$ \_\_\_\_\_

**Payment due by:** \_\_\_\_\_  
(Reservation will not be held after this date)

**CERTIFICATE OF INSURANCE RECEIVED:** yes \_\_\_\_\_ no \_\_\_\_\_

*(NOTE: the Township of Denville must receive a **Certificate of Insurance** at least fifteen (15) business days prior to the date of the activit(ies)/event(s) described above **evidencing a \$1,000,000 Liability Insurance Policy covering all participants and activities described above.** A copy of the Declarations page of the polic(ies) naming the Township of Denville and NJ Green Acres for Recreation Facilities as an insured or additional insured must be provided with the Certificate of Insurance and completed Facility Request Form. Upon request, applicant must provide the appropriate Township official with a full copy of the insurance polic(ies).*

**SECTION G: PERMIT – Events where no alcohol will be served**

Once permission is granted as indicated in Section E, subsection (a) above, the accompanying Hold Harmless Agreement is properly executed, the fee is paid, and all necessary insurance information is received, the appropriate municipal officer shall issue an *Events Permit*.

**SECTION H: PERMIT – Events where alcohol will be served**

Once permission is granted as indicated in Section E, subsection (b) above, the accompanying Hold Harmless Agreement is properly executed, the fee is paid and copies of all necessary State of New Jersey Division of Alcoholic Beverage Control Special Affairs Permits and insurance information are received by this office, the appropriate municipal officer shall issue an *Events Permit*.

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the **TOWNSHIP OF DENVILLE**, a municipal corporation of the State of New Jersey, located at 1 St. Mary's Place, Denville, NJ ("the Township"); and \_\_\_\_\_ located at \_\_\_\_\_ ("I/we, me/my/us").

### WITNESSETH:

**WHEREAS**, the Township is the owner of certain real property located at \_\_\_\_\_, Denville, New Jersey (the "Property"); and

**WHEREAS**, the Township has agreed to allow me or my agents to use the Property in connection with \_\_\_\_\_ to be held on \_\_\_\_\_ during the hours of \_\_\_\_\_, but has requested, as a condition to allowing that use, that I/We indemnify and hold them harmless as set forth below.

**NOW, THEREFORE**, in return for good and valid consideration, receipt of which by the parties is hereby acknowledged, the Township agrees as follows:

1. I/We agree to indemnify and hold the Township harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Property for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the Township or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the conduct of me, my agents, servants or employees.
2. I/We agree that the activity listed above will not include the consumption of alcoholic beverages, but should any guest, invitee, licensee, visitor, or other person present on the premises listed above consume alcohol or allow or permit others to consume alcohol, then I/we agree:
  - a. That I/we am/are solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above;
  - b. To acknowledge by the signing of this Hold Harmless Agreement that the Township has no authority, control or participation in the dispensation or consumption of alcohol on the site and date listed above and that I/we will take no step, action or measure to convey

the idea that the Township in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

- c. That I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the Township's property;
  - d. To comply with all Municipal Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits.
3. I/we agree to provide a Certificate of Insurance as soon as possible, but not less than seven (7) business days before the date of the planned activity.
  4. (Applicable to Corporations only) I/we agree that I/we am/are obligated to reimburse the Township for all reasonable attorney's fees incurred by the Township to enforce the terms of this Hold Harmless Agreement or to defend the Township against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by me/us at the Township's sole cost and expense pursuant to this Hold harmless Agreement.
  5. **Modification: Waiver.** No change of modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto.
  6. **Severability:** If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
  7. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals as of the date first above written.

**ATTEST:**

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Additional Acknowledgement and Hold Harmless Agreement**  
(For Uses where Alcohol is Allowed to be Consumed)

I state that the activities described in Sections B through D of the Township of Denville Facility Request Form **will include the consumption of alcoholic beverages** and that because of such consumption I have the following **additional duties** related to the use of the site described in Sections B through D of the Township of Denville Facility Request Form:

I acknowledge and agree to the following:

- A. That I am solely responsible for the prudent dispensing and consumption of alcohol to all persons involved in the activities described in Sections B through D of the Township of Denville Facility Request Form, including but not limited to those persons described in the attached Indemnification and Hold Harmless Agreement.
- B. To acknowledge by the signing of this Additional Acknowledgement and Hold Harmless Agreement that **The Township** has no authority, control or participation in the dispensing or consumption of alcohol on the site(s) and the date(s) listed in Sections B through D of the Township of Denville Facility Request Form, and that I will take no step, action, or measure to convey the idea that **The Township** in any way has promoted, assisted or participated in the dispensing and consumption of alcoholic beverages on the site(s) and date(s) listed in Section B through D of the Township of Denville Facility Request Form.
- C. That I will not allow persons under the age of 21 to dispense or consume alcohol at the site(s) during the activit(ies) to be held on **the Township's** property/premises.
- D. To comply with all Municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

**ATTEST:**

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date