

Borough of Hightstown

Application for Municipal Park Use by 25 or more persons

Please return the completed application and Hold Harmless Agreement (attached) to the office of the Borough Clerk, 156 Bank Street, Hightstown, New Jersey, together with your **APPLICATION FEE OF \$25.00** and a **CERTIFICATE OF INSURANCE NAMING HIGHTSTOWN BOROUGH ADDITIONAL INSURED.**

Your application must be approved by Hightstown Borough Administration. Your application and fee must be received at least 30 days prior to the date of your event. Any questions can be directed to the Borough Clerk, Peggy Riggio at priggio@hightstownborough.com or by calling (609)490-5100 ext. 628.

Borough of Hightstown

Application for Municipal Park Use by 25 or more persons

Received: _____
Amount: _____
Cash/Check: _____

Name of Applicant: _____

Contact (If Organization) _____

Address _____

Phone Number _____

Email _____

Name of Park: _____

Portion of park to be used: _____

Date of Use: _____ Rain Date: _____

Hours of Use: _____ Approximate # of people: _____

Will alcoholic beverages be present? Yes No

Will food vendors be present? Yes No

Any vendors selling or distributing food of any kind (including prepackaged snacks and bottled water) will need to file a Temporary Food Permit with the Borough Clerk at least 20 days prior to the date of the event.

In making this application, the undersigned does hereby agree to comply with all ordinances and regulations of the Borough of Hightstown and the laws of the State of New Jersey which govern such usage.

Signature

Print Name

Approvals

Borough Clerk: _____ Date _____ Borough Administrator: _____ Date _____

Police Chief: _____ Date _____

Borough of Hightstown

Hold Harmless Agreement between the Borough of Hightstown and

Applicant

WITNESSETH:

1. In consideration of permission to use _____
Park on the _____ of _____, 20____, the applicant does hereby covenant
agree to indemnify, defend, save, hold harmless and release the Borough of
Hightstown, its departments, agencies, boards, commissions, officers,
officials, agents, servants, administrators and employees from and against any
and all claims, causes of action and/or liabilities arising out of or related
to the use of the park by the applicant, the applicant's invitees, or other
persons, including damages, expenses, suits, proceedings, judgments, costs,
penalties, and attorney's fee, weather such claim, cause of action and/or
liability is direct or vicarious, resulting in property damage, personal injury
or death to any person or entity. This provision shall be construed as broadly
in favor of indemnification as permitted under the laws of the State of New
Jersey.
2. The applicant has furnished the Certificate of Insurance described below as an
additional inducement to the permission for use of the park, a true copy of
which is annexed hereto.

Name of Insurance Carrier: _____

Certificate #: _____

Limits of liability: _____

Property damage: _____

Public liability: _____

3. The park will be used for the following purpose and no other:

4. The applicant is: _____ Non-profit corporation
 _____ Non-profit association
 _____ An individual
 _____ A for-profit organization

If applicant is an association or a corporation, the undersigned certifies that the execution of this Hold Harmless Agreement has been duly authorized.

5. The applicant acknowledges that the permission to utilize the park is limited to the portion of the park herein described (if applicable) and is valid only for the activity herein described. Notwithstanding the foregoing, however, the Hold Harmless Agreement shall be applicable to any Claim asserted against the Borough of Hightstown or any loss incurred arising out of the applicant's activity, whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified.
6. The applicant specifically agrees that this indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Hightstown for any suit arising out of the applicant's use of the park, and that, should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the Borough for any costs incurred by it for any person or organization acting on its behalf.
7. The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant.

Signature

Print name and title

Witness

Date signed