



**HOLD HARMLESS AGREEMENT**  
**Between the Borough of Bergenfield**  
and

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address (not Post Office Box)

\_\_\_\_\_  
Telephone Number

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

In consideration of the use of \_\_\_\_\_

on the following dates: \_\_\_\_\_

for the purpose of \_\_\_\_\_

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

I understand that this Hold Harmless Agreement also requires that the Borough of Bergenfield 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 Bergenfield, I agree to furnish a Certificate of Insurance specifically naming the Borough of Bergenfield 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. Evidence of Worker's Compensation and/or accident coverage should also be submitted if applicable. 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 limitations will be accepted.

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

Alcoholic Beverages (will) or (will not) be served.

Total number of persons anticipated is \_\_\_\_\_.

Live entertainment (will) or (will not) be provided.

Other \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as the binding

act in deed \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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.

### **INSURANCE REQUIREMENTS FOR USE OF MUNICIPAL FACILITIES**

Complete the hold harmless agreement and sign it where required.

Secure a certificate of insurance from *your* insurance agent or company using the attached sample as a guide.

#### **PLEASE BE SURE ...**

- that the certificate of insurance and the hold harmless agreement are in the *same name* and that it is *the same as the permit holder*.  
you have sufficient limits of insurance and that the company is licensed in New Jersey.
- the municipality is named as an additional insured.
- the cancellation clause on the certificate is as required (see sample).
- the certificate is *signed* (not typed or rubber stamped).