



TOWN OF CLINTON

INCORPORATED APRIL 5, 1865

43 Leigh St., P.O. Box 5194

Clinton, N.J. 08809-5194

(908) 735-8616 FAX (908) 735-8082

APPLICATION TO CONDUCT CHARITABLE SOLICITATIONS IN PUBLIC ROADWAYS

In accordance with [Chapter 107, entitled "Peddling and Soliciting"](#), [Article II, entitled "Charitable Solicitations in Roadways"](#), this application form is to facilitate communication, cooperation, and logistical coordination between the governing body of the Town of Clinton, our residents and the business community with charitable organizations, as defined in [N.J.S.A. 45:17A-20](#) wishing to conduct a charitable solicitation within a public roadway falling under the jurisdiction of the Town of Clinton*. For this type of activity permission must be granted by the Mayor and Council and this application must be submitted in its entirety to the Town Clerk and be put on the Council's Agenda for a regularly scheduled Council Meeting. The Mayor and Council meet at 7:30pm the 2nd and 4th Tuesday of each month at the Municipal Building located at 43 Leigh Street. The Mayor and Council will consider each request on an individual basis and reserve the right to deny permission for activities, which may be deemed inconsistent with the character of the Town or may be disruptive or dangerous to the public safety of the Town. All sections must be completed in full. If section is not applicable you need to indicate as such.

**For any charitable solicitation on roads that fall under the jurisdiction of the State of New Jersey or the County of Hunterdon, the applicant will need to contact those entities directly to obtain their approval.*

EVENT INFORMATION

Name of Charitable Organization: _____

Name of Person Responsible for Application: _____

Address of Organization: _____

Phone Number: _____

Contact During Event: _____

Mobile Phone Number during Event: _____

EVENT LOGISTICS

Please identify the location of the event, as well as the manner in which the motorist solicitation will be conducted and the procedures to be used to ensure the safety of the solicitors and motorists.

Date(s) of Event: _____

Rain Date(s): _____

Hours of Event: _____

Insurance Requirements

The required ACORD Certificate of Insurance reflecting all of the insurance coverages required herein must be submitted with this application.

- A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.
- C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:
 - a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:
 - i. \$2,000,000 General Aggregate (Other than Products-Completed Ops)
 - ii. \$2,000,000 Products-Completed Operations Aggregate
 - iii. \$1,000,000 Personal and Advertising Injury Limit
 - iv. \$1,000,000 Liquor Law Liability if applicable
 - v. \$1,000,000 Each Occurrence Limit
 - b. Commercial General Liability coverage shall contain:
 - i. No Cross Liability or Cross Suits exclusions or limitations.
 - ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
 - iii. Waiver of Subrogation.
 - c. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
 - d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.
 - e. Professional Liability Coverage if applicable with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.
 - f. Liquor Law Liability Coverage if applicable with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.
- D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.
- E. Umbrella Liability Insurance shall be excess of employers liability, commercial general liability, commercial automobile liability, liquor law liability if applicable and professional liability if applicable. Additional Insured will follow form with minimum limits of:
 - a. \$2,000,000 General Aggregate Limit
 - b. \$2,000,000 Each Occurrence Limit
 - c. \$2,000,000 Products-Completed Operations Aggregate
- F. The Applicant, its vendors and/or contractors agree to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the foregoing's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the afore-mentioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey,

without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

- G. The applicant, as well as any/all vendor(s) and/or contractor(s) that will be participating in this event are required to agree to all of the terms and conditions as set forth in the "Insurance Requirements" of this application.
- H. By signing this form, the applicant agreed to the indemnification statement above. However, all vendors/contractors will be required to complete the attached Indemnification and Hold Harmless Agreement and submit along with their proof of insurance.
- I. Any/All of the above-referenced insurance/indemnification requirements can be waived by the Mayor and Council of the Town of Clinton at their discretion. Said waivers must be requested in writing with submission of this request form.

The following organizations must be notified of the proposed event by the applicant prior to submission of this application if services are required or event impacts any organization noted. (All sections must be checked off)

APPLICANT'S CERTIFICATION:

As the applicant for this Special Event, I request permission from the Mayor and Council to hold this event as described in this application. I certify to the Mayor and Council that this application is true and correct in its entirety and that all required notifications and conditions of this permit will be satisfied. I further certify that I agree to all of the terms and conditions as set forth in this application, as well as any additional conditions placed on me by the Mayor and Council.

Applicant Name: _____

Applicant Signature _____ Date _____

INTERNAL USE ONLY

Municipal Clerk's certification of receipt of completed application:

I certify that:

- 1. This application is complete, all sections of the application have been filled in properly, and all required documentation (IE: Insurance Certificate from Applicant, as well as Insurance Certificate & Indemnification/Hold Harmless Agreements from any vendor/contractor being utilized by the applicant) has been received.
- 2. All additional applications required, which include but are not limited to Fire Safety, Banner Request, Temporary Signage, and Alcohol has been received.

Clerk's Signature: _____ Date _____

Scheduled before the my Mayor and Council: _____ Date _____

Approval by the Mayor and Council _____ Yes _____ No

Date _____

Mayor and Council Comments/Conditions

VENDOR/CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Vendor/Contractor participating in the event entitled _____, which is scheduled for _____, 20____ agrees to protect, indemnify and hold harmless the Town of Clinton, its officers and directors, employees, officials, volunteers, agents, subcontractors and affiliates and all of the fore going's respective successors and assigns (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever. Such indemnification shall include, but not be limited to, matters arising from, based upon, or relating to (a) Personal Injury or death to, or damage to or loss of property of, loss of use of property, to any person caused in whole or part by the negligence of any Indemnified Party in connection with such Indemnified Party's involvement or participation in the aforementioned event. This indemnification agreement is not limited to the insurance requirements.

This indemnification shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this indemnity shall be invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of the Vendor/Contractor, have read and agree to be bound by the terms listed in the Town of Clinton Special Event Application.

Vendor/Contractor Signature: _____

Print Name: _____

Title: _____

Vendor/Contractor
Company Name (If applicable) _____

Date: _____

Witness: _____

Print Name: _____

Date: _____