



**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

**FACILITY USAGE APPLICATION**

Contact Person \_\_\_\_\_ Organization \_\_\_\_\_

Phone \_\_\_\_\_ Home \_\_\_\_\_ Activity \_\_\_\_\_

\_\_\_\_\_ Office \_\_\_\_\_

Address \_\_\_\_\_

On-Site Supervisor \_\_\_\_\_ (name) \_\_\_\_\_ (phone)  
 Facility \_\_\_\_\_ Date(s) \_\_\_\_\_ Times Requested \_\_\_\_\_

Estimated Attendance \_\_\_\_\_ Admission Charge \_\_\_\_\_ Fundraiser For \_\_\_\_\_

Following Items Requested \_\_\_\_\_

Key Provided to \_\_\_\_\_ Key Issued \_\_\_\_\_ Key Returned \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The vendor 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.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of the vendor, have read and agree to be bound by the terms of this agreement.

**APPLICANT SIGNATURE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***For Official Use Only***

\_\_\_\_\_ Approved  
 \_\_\_\_\_ Approved with the following conditions

\_\_\_\_\_ Not Approved  
 \_\_\_\_\_ Certificate of Insurance received  
 \_\_\_\_\_ Fee

\_\_\_\_\_  
Amount Paid \_\_\_\_\_ Received by \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## INSURANCE REQUIREMENTS

1. General Liability insurance shall cover bodily injury, property damage, and personal injury liability with minimum limits of not less than:
  - a. \$2,000,000 - General Aggregate Limit
  - b. \$2,000,000 - Products and Completed Operations Aggregate
  - c. \$1,000,000 - Personal and Advertising Injury Limit
  - d. \$1,000,000 Each Occurrence Limit
  - e. \$1,000,000 Host Liquor Law Liability Coverage or Liquor Law Liability Coverage as applicable
2. Commercial General Liability coverage shall be written on an occurrence basis with the following minimum coverages:
  - a. No Cross Liability or Cross Suits Exclusions or limitations.
  - b. Contractual Liability shall not have any additional restrictions or modifications to the definitions of Insured Contract.
  - c. Coverage for Independent Contractors
  - d. Additional Insured Endorsement. This cannot be subject to a written contract or agreement and must schedule Event Entities.
  - e. Additional Insured is on a primary and non-contributory basis. This endorsement cannot be subject to written contract or agreement and must schedule Event Entities.
  - f. A Waiver of Subrogation endorsement. This endorsement cannot be subject to a written contract or agreement and must schedule Event Entities.
3. Umbrella Liability insurance shall be excess of general liability, commercial general liability, host liquor law or liquor law liability, automobile liability. Insurance coverage shall minimally provide the same coverages, additional insureds, terms and conditions as included in the primary policies with minimum limits of:
  - a. \$2,000,000 - General Aggregate Limit
  - b. \$2,000,000 - Each Occurrence Limit
  - c. \$2,000,000 - Products and Completed Operations Aggregate
4. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
5. 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.
6. The Town of Clinton, its elected officials, officers, employees, agents or contractors will be named as "Additional Insured" and proof of this must be reflected on the Certificate of Insurance provided to the Town.

Umbrella liability coverage shall be written on an occurrence basis from which is acceptable to the Town of Clinton.