

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

(Effective January 2023)

1. DEFINITIONS

“I/we”, “me/my” and shall mean the below individual(s) and/or organization(s).

Individual:

Name: _____

Address: _____

City, State & Zip _____

Phone No.: _____

Work No.: _____

Organization (if applicable): _____

Person Responsible: _____

Business Title: _____

Business Address: _____

City, State & Zip _____

Business Phone: _____

“You/Yours” shall mean the municipal corporation known as the **Borough of Lincoln Park**, its agents, servants, employees, or contractors.

2. GENERAL INFORMATION

Date(s): _____

Site _____

Hours Site is needed: _____ a.m. / p.m. to _____ a.m. / p.m.

Activity to be Held (describe in detail)

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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3. I sign this Hold Harmless and Indemnification Agreement as my voluntary act and by this act agree to indemnify and hold You harmless from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of (including but not limited to damages arising from accidents, losses and/or injuries to persons or property) resulting from the event/activity as applied for by me.
 - a) You; (applicable only if the user of the site is a Corporation)
 - b) any guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the date listed above.
4. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in Paragraph 3(b) consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of Paragraph 5 below.
5. By signing the hold harmless I state that the activity listed above will not provide and/or will not include consumption of alcohol on site at any Borough of Lincoln Park location. **I understand that alcohol consumption is strictly prohibited at any location approved for use by the Borough of Lincoln Park.**

6. (Applicable to Corporations Only)

I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Indemnification and Hold Harmless Agreement or to defend Yourself 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 at MY sole cost and expense pursuant to this Indemnification and Hold Harmless Agreement.

7. **LEGAL SIGNATURE**

(a) Individual _____
(Name of individual submitting Facility Request)

On behalf of _____
(Name of Organization or Corporation individual is representing)

Title _____
(Title of individual signing forms)

(b) Municipality Representative _____
Janet Cassidy

Title _____
Superintendent of Recreation

REQUESTED DATES WILL NOT BE RESERVED UNTIL ALL APPLICABLE FEES AND REQUESTED FORMS ARE RECEIVED AND DEEMED COMPLETE. Forms must be submitted at least thirty (30) days prior to the program date. Telephone requests will not be accepted. Submission of the application and/or the receipt of fees shall not be deemed as a grant of the use of the Borough facilities requested. Fees shall be submitted as: cash, money order or certified check - payable to **Borough of Lincoln Park**.

The Borough of Lincoln Park reserves the right to reject any and all applications and impose any additional restrictions and rules in any case. **The Borough also reserves the right to cancel any event if it conflicts with any Borough or Recreation Program.**

Fees: *please note that NO group may apply for a permit on behalf of an outside vendor to hold a fundraiser for that organization. Fees will apply to the outside vendor and proper paperwork will be required to be submitted directly to the Borough from any outside vendors.*

Group A-1 Borough of Lincoln Park:

LP Emergency Services, Mayor and Council, Recreation or Education Services sponsored by Recreation Dept.

Group A-2 Borough of Lincoln Park Affiliated:

LP PAL Youth Programs and/or LP organizations providing recreational or educational services or groups formed for charitable, civic, educational or social purposes, (Boy/Girl Scouts or other non-profit recognized youth organizations).

Group B-1 Adult Non-Profit:

All other not-for-profit groups/organizations providing recreational or educational services. Scheduling preference is given to LP based groups and any group associated with the LP School District. A non-resident fee will be assessed when less than 70% of the participants are Lincoln Park residents.

Group C-1 for Profit:

All other for profit organizations and users not related to the Borough.

REQUIRED FACILITY USE INSURANCE

ALL parties requesting use of Borough facilities shall be required to submit a Certificate of Insurance, (COI), naming the Borough of Lincoln Park as the additional insured and the certificate holder.

Failure to deliver required Certificate of Insurance will result in automatic cancellation.

Minimum limits required: (worker's compensation and/or automobile liability may be waived depending on event).

1. **Commercial General Liability Insurance**
\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate per Project
2. **Business or Commercial Automobile Liability Insurance**
\$1,000,000 combined single limit per accident
3. **Workers' Compensation and Employers' Liability Insurance**
\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease
4. **Additional Insured language for the Certificate of Insurance: This language must be included In the Description of Operations on the Certificate of Insurance provided to the Borough:**
 - **“The Borough of Lincoln Park along with their respective officers, agents and employees, shall be named as additional insured.”**
 - **Location, time and date must also be included**

**Certificates of Insurance WILL NOT be accepted
without the above information included in the Description of Operations.**