

HOLD HARMLESS AGREEMENT

(to be signed by individuals/organizations using municipal facilities and fields)

BETWEEN THE BOROUGH OF HADDON HEIGHTS AND

Name of Individual or Group renting the facility (hereinafter referred to as "Renter")

Address

Phone Number

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

In consideration of the use of Haddon Heights (Community Center) (Borough Hall) (Cabin) (field) on the following date: _____ for the purpose of _____, the undersigned agrees to indemnify and hold the Borough of Haddon Heights 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 Haddon Heights 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. In order to induce the Borough of Haddon Heights to accept this Hold Harmless Agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic Beverages (will) or (will not) be served.
- b. Total number of persons anticipated is _____.
- c. Live entertainment (will) or (will not) be provided.
- d. Other _____.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representations set forth herein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this _____ day of _____ 20____

Authorized Signature of Renter

Witness

AGREEMENT FOR USE OF BOROUGH FIELDS
BY INDIVIDUALS

IT IS HEREBY AGREED by and between _____ (herein referred to as User) and the Borough of Haddon Heights (herein referred to as Borough) that User is permitted to utilize the fields to be designated on a separate application form and pursuant to the terms and conditions as outlined herein, with all rights and obligations of the parties as follows:

1. On a Borough approved form, User will provide a full list of all dates, times and locations that it wishes to use any particular field. Said form shall provide such other information as deemed appropriate be Borough including but not limited to contact persons, identifying information concerning attendees. The form shall be provided to the Borough Clerk, who shall process and transmit same review and approval by the Director of Parks and Recreation of Borough Council (herein Director). Said form must be files no later the sixty (60) days prior to the requested date.
2. User shall ensure that no litter remains on the fields after use. Any damage that occurs to the fields during the time that User utilizes same be immediately reported to the Director of Parks and Recreation. The Director will authorize all appropriate repairs, but User shall be fully responsible to pay for the cost of all repairs required, paying same promptly upon invoicing by the Borough.
3. User will sign a Hold Harmless Agreement as part of each application releasing the Borough from any and all liability of any nature whatsoever.
4. User recognizes that this Agreement represents a license to use the fields that are owned by the Borough.
5. Borough reserves the right to charge a reasonable fee for usage and payment of a refundable security deposit, which may be forfeited, in whole or in part, in case of damage to fields. Said fee and security deposit shall be paid prior to issuance of permit.
6. Borough reserves the right to suspend User ability the fields if User fails to comply with any part of this Agreement or for a violation of the Code of the Borough of Haddon Heights by User or any of his/her invitees or guest. In regard, User is responsible for the acts and actions of any invitees or guests at User event.
7. The parties fully understand and agree that any and all fields usage is subject to the written agreement of the parties and upon the expiration of this Agreement, User shall no longer have any license or authorization to use the files of the Borough of Haddon Heights unless a new agreement is signed between the parties.

In Witness Whereof, this Agreement has been executed on this _____ day of _____, 20____ for the purpose and the term specified herein.

BOROUGH OF HADDON HEIGHTS

Kathy Lange, Director, Parks and Recreation

Attest: _____
Kelly Santosusso, Borough Clerk RMC

X _____
User Signature

X _____
User Printed Name