

City of Ventnor

BONFIRE APPLICATION



Mayor Beth Holtzman
Commissioner Lance Landgraf
Commissioner Tim Kriebel

Ventnor City, New Jersey



CITY OF VENTNOR BUREAU OF FIRE PREVENTION

BONFIRE APPLICATION – FEE \$250.00 / Security Deposit \$500 (Refundable)

*All Bonfires require prior approval from the
City of Ventnor and Fire Official.*

Date Submitted: _____

NAME: _____ Phone #: _____
Agency/Group requesting permit

ADDRESS: _____

Email: _____

NAME: _____ Phone #: _____
Person responsible/accountable for the burn

ADDRESS: _____

Email: _____

DATE OF EVENT: _____
Day of the week Month Day Year

START TIME: 7:00 p.m.

END TIME: 10:00 p.m.

CEREMONIAL PURPOSE: _____

LOCATION OF THE BURN SITE: Suffolk Avenue Beach – Ocean side (50 feet from all structures)

Only seasoned hard wood to be burned and paper to start it

BONFIRE / FIRE PIT PERMIT GUIDELINES

1. Applications shall be submitted in writing at least two (2) weeks before the fire is set and contain the person and, if applicable, organization requesting the bonfire.
2. Person responsible/accountable for the burn must remain on-site throughout the event. The bonfire shall be constantly attended to by the permit holder until the fire is extinguished.
3. The bonfire shall not be conducted within 50 feet of a structure or combustible material. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.
4. No fire shall burn longer than 3 hours. The maximum size and duration of a bonfire shall not be increased without the written authorization of the fire official.
5. Fuel for the bonfire/fire pit shall consist only of seasoned dry firewood and shall be ignited with a small quantity of paper. **No combustible liquids are to be used.** The fire shall not be utilized for waste disposal purposes, and the fuel shall be chosen to minimize the generation of air contaminants.
6. Permits shall only be issued for vehicles having a four-wheel drive and which shall have passed inspection by the Division of Motor Vehicles of the State of New Jersey or by the equivalent department or agency of the state in which said vehicle is licensed. Such vehicles and must also be equipped with the following:
 - a) A first aid kit.
 - b) A shovel.
 - c) A tow chain or equivalent.
 - d) Road flares.
 - e) A Coast-Guard or I.C.C. approved fire extinguisher.
 - f) A jack with a large support board (minimum 12 inches by 12 inches).
 - g) A flashlight.
 - h) A spare tire.

(Initial)

_____ **Bonfire** - The bonfire shall not be more than 3 feet by 3 feet by 3 feet in dimension. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment shall be available for immediate utilization. All remnants and burnt materials are to be placed in a metal trash can, removed from the site, secured for a period of time to ascertain complete extinguishment, and disposed of properly.

The Fire Official or his designate is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

This permit can be cancelled at any time by the *CITY OF VENTNOR FIRE DEPARTMENT OFFICER* for any violations, unsafe fire conditions, weather, wind, or complaints. FEES ARE NOT REFUNDABLE if event is cancelled.

I have read and agreed to the conditions stated in the bonfire/fire pit regulations.

Print Applicant's Name

Signature

Date:

Approved by Fire Official

Signature

Date:

INDEMNITY AND HOLD HARMLESS AGREEMENT

(Individual / Group / Contractor)

agrees to release, indemnify, and hold harmless the **CITY OF VENTNOR** and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by

(Individual / Group / Contractor)

negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

This indemnification and agreement shall apply in all instances whether the **CITY OF VENTNOR** and/or the Atlantic County Municipal Joint Insurance Fund, is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Description of Event / Facility / Contract: **BONFIRE**

Location: **SUFFOLK AVENUE BEACH – OCEAN SIDE (50 FEET FROM ALL STRUCTURES)**

Date(s): _____

Rain Date(s): _____

By: _____

(Authorized Signature of the Individual / Group / Contractor)

Print Name: _____

Title: _____

Date: _____

Witness: _____

Title: _____

Date: _____

Use of Facilities Agreement

City of Ventnor a Municipality of the State of New Jersey, hereinafter referred to as
“MUNICIPALITY”, hereby agrees to allow

(Name of Person(s) or Organization)

hereinafter referred to as “USER”, to use the facilities listed below:

Name and Location of FACILITY(IES):

BONFIRE – SUFFOLK AVENUE BEACH – OCEAN SIDE (50 FEET FROM ALL STRUCTURES.

hereinafter referred to as “FACILITY(IES)”

for **BONFIRE** _____

(State the Purpose)

on the following date(s) and time(s): **7:00 P.M. TO 10:00 P.M.**

Day of the week	Month	Day	Year
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The above **USER** shall inspect the described **FACILITY (IES)** prior to the use of the **FACILITY (IES)** and report any defective, hazardous or dangerous conditions found at the **FACILITY (IES)** to **VCPD – Dispatch at 609-822-2101** at **MUNICIPALITY**, and **USER** shall immediately cease the use of the **FACILITY (IES)** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)**, **USER** shall immediately report to the **MUNICIPALITY** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES)**.

Indemnification

USER shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER’s** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER**'s use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this ____ day of _____, 20____.

USER - Signature

City of Ventnor – MUNICIPALITY

Print Name – User

Print Name – Municipality

Schedule of Insurance*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the **“MUNICIPALITY”**:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**.

Auto Liability, minimum 100,000-300,000-100,000 and

Workers Comp, statutory minimum limits 100,000-500,000-100,000. *One million (\$1,000,000) dollars is requested for higher hazard exposures.*

These limits apply to the Employers Liability Section of the Workers Comp Act.

MUNICIPALITY shall be named as an “Additional Insured”.

USER shall be required to provide the **MUNICIPALITY** with Proof of Insurance indicating the continuation of insurance coverage. **USER** **MUST** attach the following:

Declaration pages from the USER Auto Policy and from homeowners or renters insurance. Limits of liability no less than:

Auto (personal) \$100,000/\$300,000/\$100,000
Homeowner/Renter: \$100,000

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**’s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

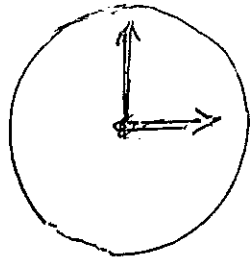
* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that “Liquor Liability or Host Liquor Liability” coverage be provided by **USER**. For certain uses, it may be recommended that coverage for “Spectators” and/or “Athletic Participants” be required or that Sports Accident coverage be maintained by the **USER**.

VENTNOR CITY FIRE DEPARTMENT
BONFIRES - PERMIT REQUIRED

SUFFOLK AVE.

VENTNOR BOARDWALK

TO A.C. →



3 HOURS BURN TIME

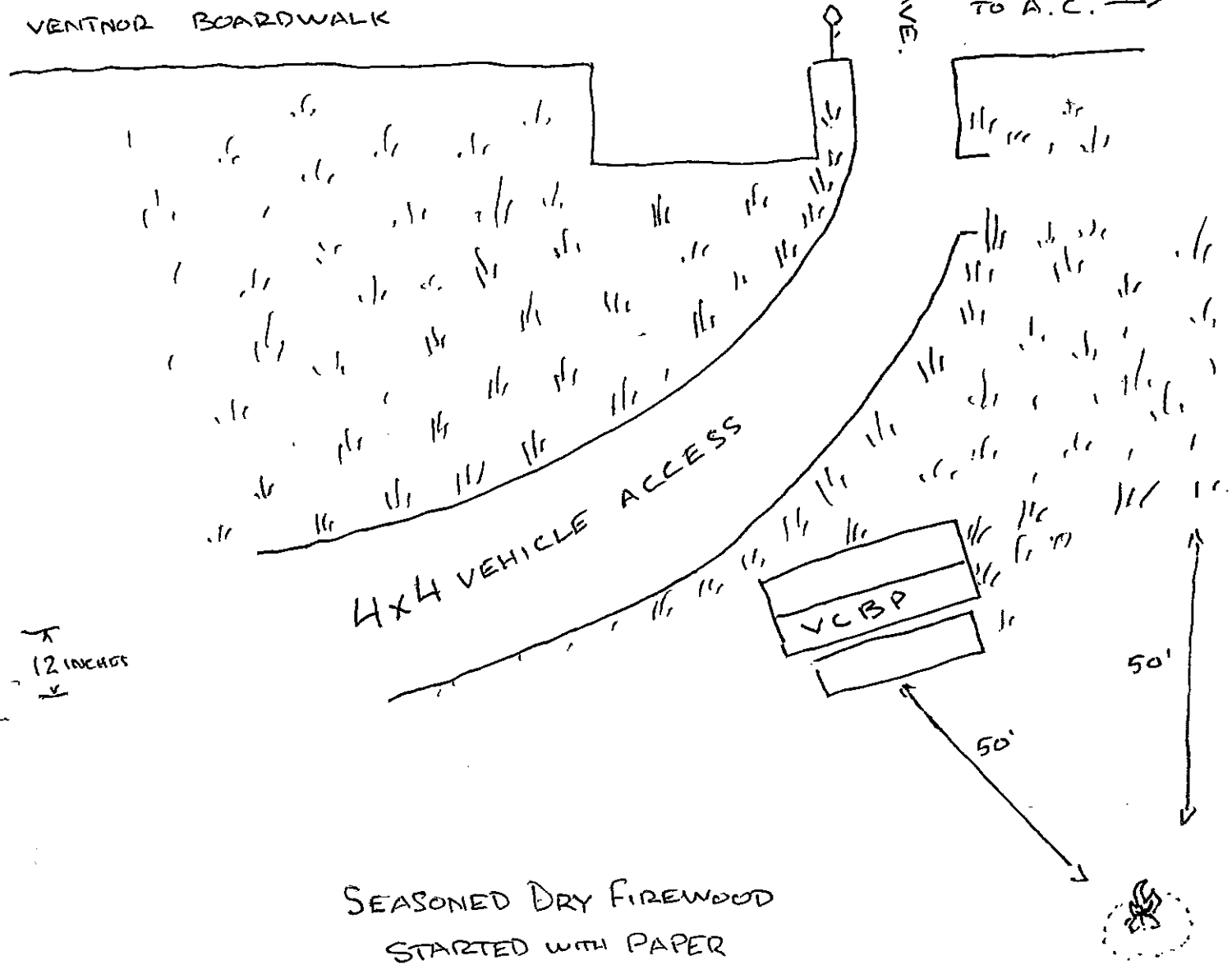
FIRE TO BE 50 FEET
FROM ALL COMBUSTIBLE
MATERIALS AND STRUCTURES

← 3 FEET →



← 6 FEET →

FIRE PIT TO BE DUG BY
PERMIT HOLDER, NO LESS
THAN 6 FOOT X 12 INCHES



SEASONED DRY FIREWOOD
STARTED WITH PAPER

NO COMBUSTIBLE FUELS!