

**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: \_\_\_\_\_

Location: \_\_\_\_\_

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

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*(Name of Person(s) or Organization)*

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

Name and Location of FACILITY(IES):

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hereinafter referred to as “**FACILITY(IES)**”

for \_\_\_\_\_  
*(State the Purpose)*

on the following date(s) and time(s):

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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**

\_\_\_\_\_  
**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".

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**.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: GS

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X					EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Emp Ben.	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Ventnor  
6201 Atlantic Avenue  
Atlantic City, NJ 08406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE