

**Borough of Hopatcong  
USE OF FACILITY REQUEST FORM**

**GROUP OR ORGANIZATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Night: \_\_\_\_\_

**RESPONSIBLE PARTY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Night: \_\_\_\_\_

**EVENT:**

EVENT BEING HELD: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date and Hours Requested: \_\_\_\_\_

Estimated number of participants: \_\_\_\_\_

**USE OF BOROUGH FACILITIES:**

The Borough of Hopatcong Mayor and Council will permit the use of Borough facilities when such permission has been requested in writing and has been approved by the Borough Clerk, Borough Administrator, Chief of Police, Superintendent of Public Works, Fire Marshal, and Recreation Director (where applicable) for the following organizations/ groups:

*Departments or agencies of the municipal government, other governmental agencies, community organizations formed for charitable or civic purposes, uses and groups directly related to the Borough and the operations of the Borough, and uses and organizations indirectly related to the Borough.*

*Use of Borough facilities shall not be granted for the advantage of any commercial or profit-making organization, or any purpose which is prohibited by law.*

*In the event the Clerk deems it advisable, any application may be submitted to the Borough Mayor and Council for action. The Clerk or the Governing Body may refuse to grant the use of a Borough facility whenever, in their judgment, there is good reason why permission should be refused.*

*All State and Local fire, health, safety and police regulations will be enforced.*

*This form, filled in (front and back), along with **Certificate of Insurance Liability** which shall name the Borough of Hopatcong as additional insured should be submitted to the Municipal Clerk at least three (3) weeks in advance of the event.*

On behalf of the organization listed above, we agree to abide by the Borough of Hopatcong Rules and Regulations.

Print Name: \_\_\_\_\_

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

**NO PERMIT WILL BE GRANTED UNLESS WRITTEN APPROVALS FOR BELOW ARE OBTAINED.**

I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Recreation Representative**

(For Parks and Municipal Field usage, please provide a minimum of one month's notice for proper Recreation commission approval prior to usage)

.....  
I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Police Chief**

(Traffic, Parking and Noise Ordinance – fees may be applicable over and above normal operating costs) Police Detail Fee: \$\_\_\_\_\_ (If Applicable)

.....  
I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Superintendent of DPW**

(Possible fees for setup / cleanup / security operating costs) Estimated Fee: \$\_\_\_\_\_

.....  
I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Fire Official**

State and Local Fire Code Fees \$\_\_\_\_\_

.....  
I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Municipal Clerk**

(Licenses which may be required: Social Permit [if liquor is available and raffle license])

Escrow established for the above stated estimated fees in the amount of: \$ \_\_\_\_\_

.....  
I hereby certify that there is no objection to granting of permission to this organization for the event as described.

\_\_\_\_\_  
Date: **Signature of Borough Administrator**

.....  
 Certificate of Insurance Received and Attached.

**Application for use:**

- Approved**
- Denied**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR USE OF MUNICIPAL PROPERTY OR FACILITY**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Borough of Hopatcong (hereinafter “Borough”), a municipal corporation of the State of New Jersey, located at 111 River Styx Road, in the Borough of Hopatcong and State of New Jersey; and \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter “Applicant”),

**WITNESSETH:**

**WHEREAS**, the Borough is the owner of certain real property and municipal facilities (hereinafter “Property”) located within the Borough of Hopatcong and State of New Jersey;

**WHEREAS**, the Applicant seeks to use said property and/or municipal facilities for recreational purposes; and

**WHEREAS**, the Borough has agreed to allow Applicant and its agents to use the Property in connection with \_\_\_\_\_ to be held on \_\_\_\_\_ during the hours of \_\_\_\_\_, but has requested, as a condition to allowing that use, that Applicant indemnify and hold them harmless as set forth herein.

**NOW, THEREFORE**, in return for good and valid consideration, receipt of which is hereby acknowledged by the parties, the Applicant agrees as follows:

1. **Release of Liability:** Applicant agrees to indemnify and hold the Borough harmless against any and all loss, damage, cost and expense which Applicant may suffer, incur, pay or expend by reason of, arising out of or as a result of the use of the Property. This indemnification shall extend to any and all claims, demands, complaints, liabilities, suits, causes of action, judgments or damages of any nature whatsoever sustained by the Borough or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the use of the Property by Applicant, its agents, servants, or employees. Applicant acknowledges that this Agreement constitutes a waiver and full and final release of any and all claims against the Borough, including its administration, directors, agents, officers, volunteers and employees.

2. **Illegal Use Prohibited:** Applicant agrees that the Property shall not be used for any purpose prohibited by law.

3. **Supervision:** Applicant is responsible for the proper supervision of all guests, invitees, licensees, visitors, or other persons present on the property. Those participants under the age of 18 years are not to be left unattended at any time.

4. **Property Damage:** Applicant and its agents, guests, invitees, licensees, visitors, or other persons present on the property automatically assume responsibility and liability for all damages and loss to Borough property that occurs while using the Property

5. **Reimbursement:** Applicant agrees to reimburse the Borough for any and all expenses, attorney fees or other costs incurred in the enforcement of this Agreement including reasonable defense costs and attorney's fees in the event a legal claim or lawsuit is asserted against the Borough as a result of such permitted use.

6. **Modification & Waiver:** No change or modification of this Agreement shall be valid unless said change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless said waiver is in writing and signed by each of the parties hereto.

7. **Severability:** Applicant agrees that this release and waiver of liability, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey and agrees that if any portion of this agreement is held to be valid by operation of law or by a Court or other tribunal of competent jurisdiction, the balance, notwithstanding, shall continue in full force and effect.

8. **Governing Law:** This Agreement shall be enforced before the Courts of the State of New Jersey only and shall be construed in accordance with the laws of the State of New Jersey.

9. **Acknowledgement:** By executing this Agreement, Applicant acknowledges that it has had an opportunity to read this Agreement, fully understands its terms and agrees to be bound by the same. Applicant further understands that it has given up substantial rights by signing this Agreement and has signed it freely without any inducement or assurance of any nature.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals as of the date first above written.

**ATTEST:**

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ADDITIONAL ACKNOWLEDGEMENT  
AND HOLD HARMLESS AGREEMENT**  
(For Use where Alcohol is Allowed to be Consumed)

Applicant acknowledges that its use of Property will include the consumption of alcoholic beverages and that because of such consumption it has additional duties related to said use. In addition to the terms and conditions set forth in the Indemnification and Hold Harmless Agreement, which are incorporated at length herein, Applicant further acknowledges and agrees to the following:

1. Applicant is solely responsible for the prudent dispensing and consumption of alcohol to all persons present on the property, including guests, invitees, licensees and visitors.

2. Applicant acknowledges that the Borough has no authority, control or participation in the dispensing or consumption of alcohol on the Property and it will take no step, action, or measure to convey the idea that the Borough in any way has promoted, assisted or participated in the dispensing and consumption of alcoholic beverages on the Property.

3. Applicant will not allow persons under the age of 21 to dispense or consume alcohol on the Property during Applicant's use of the Property.

4. Applicant agrees to comply with all Municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

**ATTEST:**

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date