



## City of Egg Harbor Special Events & Use of Facilities Application

Thank you for your interest in holding a special event or utilizing a City owned field and/or facility. Attached are the materials needed to obtain approval for your upcoming event. Please read, complete, and submit the application below to request a special event permit. Applications are required to be submitted (90) days in advance. Please plan accordingly.

This form is not a permit. The completion of the application(s) does not constitute an automatic approval. A Police Detail Request Form may also be required. If you have any questions, please contact the City Clerk's office at (609) 965-0081.

Please note a rental fee of \$350 per day plus a \$150 deposit for cleaning will be charged for use of Lincoln Park. All deposit money will be refunded if area is cleaned up after use.

You are encouraged **NOT** to make any additional arrangements for your event until you have received an approval (permit) for your event.

### **Requirements and Conditions:**

#### **Application must be completed in its entirety.**

- The special events application will be reviewed by the appropriate departments including Public Works, Police, Fire, City Clerk, or any other entities as determined by the applicable department.
- The applicant shall comply with all the applicable City ordinances, code, conditions and requirements. Copies are available upon request.
- Applicants must provide a Certificate of Liability Insurance listing the "City of Egg Harbor, 500 London Avenue, Egg harbor City, NJ 08215" as additional insured. **Please note the description on the certificate must include specific dates, events, and location.**
- Applicants must sign a "Hold Harmless Agreement" indemnifying the City of Egg Harbor, please see attached.

### **Event Information:**

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

Specific Location Requested: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Set-Up Date/Time: \_\_\_\_\_ Breakdown Date/Time: \_\_\_\_\_

Hours of Event, If Athletic Event, Please Include Step off Time: \_\_\_\_\_

Alternate Date(s) and Location(s): \_\_\_\_\_

Estimated Attendance (Crowd Size): \_\_\_\_\_

Will juveniles be present? Yes \_\_\_ No \_\_\_ if yes, what ages? \_\_\_\_\_

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.



## City of Egg Harbor Special Events & Use of Facilities Application

Will alcoholic beverages be served? Yes \_\_\_ No \_\_\_ If yes, who will be serving the alcohol?

\_\_\_\_\_

If yes, attach a copy of the liquor license and the liquor liability policy of insurance.

\_\_\_ Attached

Will there be inflatables or amusements? Yes \_\_\_ No \_\_\_ Supplier: \_\_\_\_\_

*(There are additional requirements for events with inflatable devices or amusement rides. See attached "Schedule of insurance" for details.)*

Name of Individual or Organization: \_\_\_\_\_

Non-Profit – If Yes, Please Verify Status: No \_\_\_ Yes \_\_\_ If Yes, Tax ID# \_\_\_\_\_

Event Coordinator: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

On site Contact on Event Day: \_\_\_\_\_ Cell Number: \_\_\_\_\_



## City of Egg Harbor Special Events & Use of Facilities Application

The City is unable to provide certain amenities such as port-a-johns/portable washrooms, tables, chairs, trash boxes, and tents/canopies. The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes, and tents/canopies for the event at the applicant's expense. Failure to adequately provide such amenities could result in the event applicant(s) or coordinator(s) inability to hold future events in the City of Egg Harbor.

Special Events cancellations or cancellations of requested services must be made in writing (10) days prior to the event. In the event of inclement weather, cancellations, or requests to reschedule must be made in writing at least (48) hours prior to the event. Failure to provide written verification may result in the sponsor(s) being required to reimburse the City of Egg Harbor for the agreed upon services.

By signing and submitting this Special Events Application, the sponsoring organization agrees to indemnify, defend, and hold harmless the City of Egg Harbor and its officers, employees, and agents from and against any and all losses, costs (including but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability, and expenses, occasioned wholly or in part by Event sponsor's act or omission or negligence or fault or the act or omission or negligence or fault of Event sponsor's agents, subcontractors, suppliers, employees, or servants in connection with the Permit.

### AFFIDAVIT OF APPLICANT

Everything that I have stated on this application is correct to the best of my knowledge, I have read, understand, and agree to abide by the policies and rules and regulations listed on this form as they pertain to the requested usage. By signing this application, the applicant agrees to follow all rules and regulations. All programs and facilities of the City of Egg Harbor are open to all residents regardless of race, sex, age, color, religion, national origin or handicap.

Legal Name of Organization: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

**\*NOTE: APPLICANT IS SOLELY RESPONSIBLE FOR COSTS INCURRED FOR SERVICES RENDERED IN CONNECTION WITH THE EVENT.**

### For City Use Only:

1. Will Police Detail be required? Yes \_\_\_ No \_\_\_ If Yes, have organization complete Police Detail Request Form  
Police Department Signature \_\_\_\_\_

Form Received and Approved? Yes \_\_\_ No \_\_\_

2. Application approved by Council? Yes \_\_\_ No \_\_\_ N/A \_\_\_\_\_

If Yes, date \_\_\_\_\_

\_\_\_\_\_  
City Clerk Signature

3. Lincoln Park Rental Fee Payment: N/A: \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ Date Paid: \_\_\_\_\_

**Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.**



## City of Egg Harbor Special Events & Use of Facilities Application

### HOLD HARMLESS AGREEMENT FOR USE OF CITY FACILITIES

To the fullest extent permitted by law, \_\_\_\_\_ agrees  
*Name of facility user*

to defend, pay on behalf of, indemnify, and hold harmless the City of Egg Harbor, its elected officials, its agents, Employees, and volunteers and others, working on behalf of the City of Egg Harbor against any and all Claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be Asserted, claimed or recovered against or from the City of Egg Harbor it elected and appointed officials, It's agents, employees, volunteers or others working on behalf of the Township of Hamilton, by reason of Personal injury, including bodily injury or death and/or property damage, including loss of use thereof, Which arises out of or is in any way connected or associated with:

Name of Individual/Organization: \_\_\_\_\_

Name of Township Facility: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

For the following purpose and no other (Name/Description of Events/Activities):

\_\_\_\_\_  
\_\_\_\_\_

I further certify that I have reviewed and will adhere to Governor Murphy's Executive Order #149, the CDC guidelines, and the NJ Department of Health guidelines for COVID-19 in all respects while using the municipal facilities and I hold the City of Egg Harbor, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Egg Harbor from liability for any and all claims related to COVID-19 which may be asserted as a result of use of City facilities.

By: \_\_\_\_\_  
For the Facility User

\_\_\_\_\_  
For the Municipality

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



## City of Egg Harbor Special Events & Use of Facilities Application

### INSURANCE REQUIREMENTS

**Insurance:** Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the Schedule of Insurance section and as is appropriate for the type of use and hazards present which 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 **City of Egg Harbor** 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 **City of Egg Harbor** with a Certificate of Insurance indicating that the insurance coverage as described in the Schedule of Insurance, and as is appropriate for the type of use and hazards present, has been obtained and the **City of Egg Harbor** 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 **City of Egg Harbor** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **City of Egg Harbor** as an "*Additional Insured*" for the duration of this agreement.

**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 **City of Egg Harbor**.

**USER** shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the **USER**'s operations and use of the **FACILITY(IES)**. The cost of such insurance shall be borne by the **USER**. **USER** shall furnish Commercial General Liability insurance providing coverage for **City of Egg Harbor** for all activities of **USER** conducted on **City of Egg Harbor** property. The liability insurance shall provide coverage for no less than \$1,000,000 per occurrence and \$2,000,000 Aggregate for Bodily injury, Persona and Advertising Injury and Property Damage.

a) Coverage to be primary and non-contributory.  
b) City of Egg Harbor shall be named as an "Additional Insured".  
c) The Description of Operations section of the certificate must include the following additional insured wording: "The City of Egg Harbor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Egg Harbor are named additional insured on the General Liability policy". **A copy of the additional insured endorsement shall be provided with the certificate of insurance.**

d) Coverage required under the Agreement shall not be canceled or non-renewed without 30 days prior written notice from User to Municipality, except where cancellation is for non-payment of premium, then 10 days prior notice shall be given.

e) Certificate must show evidence that the General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy, if applicable.

f) Events with inflatables or amusements. User must submit a Certificate of insurance from the Supplier to include the following information: 1. General Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage with \$2,000,000 general aggregate. Contractual liability must be included. 2. Automobile Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate. 3. Workers Compensation: Statutory limits 4. Employers Liability: at minimum limits of \$500,000. 5. Umbrella Liability: \$4,000,000 per occurrence and in the aggregate are strongly recommended, sitting excess of the General Liability, Automobile Liability and Employers Liability coverages. 6. The organizer of the "event" and the City of Egg Harbor must be named as additional insureds on the General Liability, Automobile



## City of Egg Harbor Special Events & Use of Facilities Application

Liability and Umbrella Liability coverages. 7. Rain date, if applicable, should also be shown on the description section of the certificate of insurance.

g) Events with alcohol. User must submit a copy of the liquor license and a certificate of insurance evidencing the liquor liability with minimum limits of \$1,000,000 per occurrence.

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 the agreement and **USER** shall be prohibited from using said **FACILITY(IES)**.

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