

EXPLANATION OF HOLD HARMLESS AGREEMENT

[“I” or “me” shall mean the individual, organization, or corporation set forth below.]

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the City of Summit whole from any claim, lawsuit, settlement, or judgement, including all attorneys fees, together with all costs, fees, and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the activity to be held.

I have also indicated that I will not serve, or allow to be served, alcoholic beverages or that, if I do, in fact, allow them to be consumed, then I will comply with Paragraphs 6(a), 6(b), 6(c), and 6(d) of the Hold Harmless Agreement which places the sole responsibility for any claim or lawsuit wholly upon me.

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

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

[IF A CORPORATION, CORPORATE ACKNOWLEDGEMENT IS TO BE ATTACHED HERETO.]

HOLD HARMLESS AGREEMENT

1 "I/we me/my" shall mean one of the following:

AN INDIVIDUAL: Name: \_\_\_\_\_

or

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

or

AN INDIVIDUAL: Name: \_\_\_\_\_

2. "You/Your" shall mean the municipal corporation known as the City of Summit, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date \_\_\_\_\_

Site \_\_\_\_\_

HOURS SITE IS NEEDED \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

ACTIVITY TO BE HELD (describe in detail)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:
- a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;
  - b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;
  - c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property;
  - d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.
7. I also agree that where the municipal officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this paragraph is applicable to the activity listed above. Said Insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Best. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence. It is understood You will be listed as an additional insured on the policy and Certificate of Insurance.

\_\_\_\_\_Applicable

\_\_\_\_\_Not Applicable

**In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.**

8. (Applicable to Corporations Only)

I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by Me at My sole cost and expense pursuant to this Hold-Harmless.

9. **LEGAL SIGNATURE**

(a) Individual \_\_\_\_\_

or

(b) Individual \_\_\_\_\_ on behalf

of \_\_\_\_\_  
(organization)

or

(c) Individual \_\_\_\_\_ Title \_\_\_\_\_

On behalf of \_\_\_\_\_ (corporation)

Address of Individual, Organization or Corporation:

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work Phone \_\_\_\_\_

And

Signature of Person on behalf of the City of Summit

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

FOR USE WITH CORPORATIONS ONLY  
Hold-Harmless Agreement

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_ personally came before me and this person  
acknowledged under oath, to my satisfaction, that:

- a) this person is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation named in the  
attached document;
- b) this person is the attesting witness to the signing of this document by the proper  
corporate officer who is \_\_\_\_\_, the  
\_\_\_\_\_ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly  
authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this  
document; and
- e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on \_\_\_\_\_, 20\_\_\_\_\_