

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__ by and among the **TOWNSHIP OF DENVILLE**, a municipal corporation of the State of New Jersey, located at 1 St. Mary's Place, Denville, NJ ("the Township"); and _____ located at _____ ("I/we, me/my/us").

WITNESSETH:

WHEREAS, the Township is the owner of certain real property located at _____, Denville, New Jersey (the "Property"); and

WHEREAS, the Township has agreed to allow me or my 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 I/We indemnify and hold them harmless as set forth below.

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

1. I/We agree to indemnify and hold the Township harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Property for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the Township 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 conduct of me, my agents, servants or employees.
2. I/We agree that the activity listed above will not include the consumption of alcoholic beverages, but should any guest, invitee, licensee, visitor, or other person present on the premises listed above consume alcohol or allow or permit others to consume alcohol, then I/we agree:
 - a. That I/we am/are 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;
 - b. To acknowledge by the signing of this Hold Harmless Agreement that the Township has no authority, control or participation in the dispensation or consumption of alcohol on the site and date listed above and that I/we will take not step, action or measure to convey

the idea that the Township in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

- c. That I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the Township's property;
 - d. To comply with all Municipal Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits.
3. I/we agree to provide a Certificate of Insurance as soon as possible, but not less than seven (7) business days before the date of the planned activity.
 4. (Applicable to Corporations only) I/we agree that I/we am/are obligated to reimburse the Township for all reasonable attorney's fees incurred by the Township to enforce the terms of this Hold Harmless Agreement or to defend the Township 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/us at the Township's sole cost and expense pursuant to this Hold harmless Agreement.
 5. **Modification: Waiver.** No change or modification of this Agreement shall be valid unless such 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 such waiver is in writing and signed by each of the parties hereto.
 6. **Severability:** If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
 7. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

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

Name of Sponsoring Organization

Authorized Representative Signature

Date