

**BARNEGAT TOWNSHIP RECREATION**  
**PROJECT PLAYGROUND PAVILION RENTAL APPLICATION**

Jeanne Broadbent, Recreation Director 609-548-6319 [jbroadbent@barnegat.net](mailto:jbroadbent@barnegat.net)  
**Barnegat Residents only**

Application Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address of applicant: \_\_\_\_\_

Cell # of applicant: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of usage: \_\_\_\_\_ In/Out Times: \_\_\_\_\_

Rental request (Choose 1)

PROJECT PLAYGROUND PAVILLION

WHITE PAVILLION (OUTSIDE PLAY AREA)

Application must include the completely filled out Hold Harmless Agreement (attached)

**Day of usage**

It is the organizations responsibility to notify Jeanne Broadbent 609-548-6319 immediately upon arrival to report any issues.

I have checked all of the following:

- 1) \_\_\_\_\_ An inspection of the area has been made and it has been cleaned.
- 2) \_\_\_\_\_ All trash has been placed in the proper container or properly secured for pick up
- 3) \_\_\_\_\_ We have recycled. Carry in and carry out your recyclables!

I have checked all of the above after our event and will return the check list to the Recreation Department within 48 hours. **Failure to do this will jeopardize future use of Barnegat Township Facilities.** Forms can be faxed to 609-698-1302 or emailed to [jbroadbent@barnegat.net](mailto:jbroadbent@barnegat.net)

Signature of applicant: \_\_\_\_\_ Date \_\_\_\_\_

**BARNEGAT TOWNSHIP RECREATION  
PROJECT PLAYGROUND PAVILION APPLICATION**

Jeanne Broadbent, Recreation Director 609-548-6319 [jbroadbent@barnegat.net](mailto:jbroadbent@barnegat.net)

**INSURANCE REQUIREMENTS**

**All applicants must sign the Hold Harmless agreement which Barnegat Township is named as additionally insured.**

Hold Harmless Agreement Signed: \_\_\_\_\_

As a representative of the organization applying, the undersigned agrees to the use of Barnegat Township Facilities in accordance with all the rules and regulations and policies provided by Barnegat Township. The undersigned, acting for and on behalf of the organization does hereby certify that A) he/she has the authority to act on behalf of said organization, B) that said organization does hereby agree to indemnify, defend and hold harmless the Township of Barnegat, its employees or volunteers in the event of accident or injury while utilizing Township Facilities.

Date: \_\_\_\_\_ Name of Applicant: \_\_\_\_\_

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

Signature of Applicant: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

BETWEEN the Township of Barnegat  
AND

\_\_\_\_\_  
Organization Name and/or Individual

\_\_\_\_\_  
Address (Not Post Office Box)

\_\_\_\_\_  
Cell and Telephone #

\_\_\_\_\_  
Organization Type (Individual, Partnership, Non-Profit Corporation,  
Corporation, Public Entity)

In consideration of the use of following recreation facility on the following dates: \_\_\_\_\_

Facility: **PROJECT PLAYGROUND PAVILION**

for the purpose of **RESERVING THE PAVILION AT PROJECT PLAYGROUND**, the undersigned agrees to indemnify and hold the Township of Barnegat and its officers, agents and employees harmless from any and all liability, claims, costs and Attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless also requires that the Township of Barnegat is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person attending the event herein referred to. Unless waived in writing by the Township of Barnegat, I agree to furnish a Certificate of

Signed this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ as

The binding act in deed of \_\_\_\_\_  
Name of Organization/and/or Individual

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



To be completed and signed by a Township Official

Date: \_\_\_\_\_ Township Official: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Reason: \_\_\_\_\_



# BARNEGAT TOWNSHIP

## INDEMNIFICATION & HOLD HARMLESS AGREEMENT

This **INDEMNIFICATION & HOLD HARMLESS AGREEMENT** (“Agreement”) is executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between \_\_\_\_\_ [individual name], with an address of \_\_\_\_\_ [your street address] (“Licensee”) and the Township of Barnegat with an address of :

900 West Bay Ave, Barnegat, New Jersey 08005 (“Licensor” or the “Township” and collectively the “Parties”).

**WHEREAS**, Licensee is holding an event entitled \_\_\_\_\_ [event name] occurring at PROJECT PLAYGROUND on \_\_\_\_\_ [event date(s)] from: \_\_\_\_\_ to : \_\_\_\_\_ [event times] ; and

**WHEREAS**, the Township is the owner of certain real property where the Event will occur: PROJECT PLAYGROUND BENGAL BLVD [street address of Township’s property involved] (the “Property”); and

**WHEREAS**, the Township has agreed to let Licensee use the Property for the Event subject to the execution of this Hold Harmless Agreement and the conditions set forth herein; and

**NOW, THEREFORE**, be resolved as a result in an exchange of consideration the receipt whereof is hereby acknowledged by each party, and in consideration of the mutual

covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto hereby agree as follows:

1. The Township licenses use of the Property to Licensee solely for use at the Event on the Event Date for the following purpose(s) \_\_\_\_\_  
\_\_\_\_\_ [insert intended uses(s)/purpose(s) during Event].

2. Licensee shall provide its own equipment and be responsible for the setting up and breaking down of said equipment. Licensee is permitted to utilize the following Township equipment: PLAYGROUND EQUIPMENT, GAZEBO, PARKING LOT (PORT-A-JOHN – IF AVAILABLE)

3. Licensee shall not otherwise attempt to or actually use, set up, breakdown, or transport, assign or sublet any Township-provided equipment except as permitted by this Agreement, without, in each case, the prior written consent of the Township, which consent may be given or withheld in the Township's sole discretion.

4. Licensee agrees to assume the risk for any damages to the Property during the Event.

5. Licensee agrees to procure General Liability Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Licensee further agrees to name the Township as the beneficiary of this insurance and provide a copy of the Certificate of Insurance for General Liability at least one week prior to the Event.

**6. There is no fee for this Agreement**

7. The term of this Agreement will commence with the date of this Agreement. Prior to the Event, the Agreement shall be subject only be subject to termination upon 30 days written notice by either Party. The Agreement shall otherwise automatically terminate following the Event, unless the Licensee rented or received equipment from the Township, in which case the Agreement shall termination upon the Township confirming, by way of

inspection, that any Township-owned or controlled equipment rented, loaned or otherwise provided to Licensee was returned in a satisfactory condition.

8. Licensee hereby indemnifies the Township from all actions, including but not limited to claims and legal actions, by any person or entity whatsoever arising from Licensee's use of the Property as described herein.

9. Licensee hereby releases, holds harmless, remises, acquits, satisfies, and forever discharges the Township from all actions suits, debts, obligations, endorsements, causes of action, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims, and demands whatsoever, in law or in equity which arise now or in the future, as the result of the actions of Licensee, its agents, representatives, contractors, employees, etc., actions with respect to Licensee's use of the Property as describe herein.

10. In the event of any litigation between Licensee and the Township to enforce any provision of this Agreement or any right to either party, the Licensee must pay on demand all of the Township's costs, charges, and expenses, including reasonable fees of counsel, agents and other retained by the Township, incurred in enforcing Licensee's obligations under this Agreement or incurred by the Township in any litigation, negotiation or transaction in which Licensee cause the Township, without the Township's fault, to become involved.

11. The covenants and conditions contained in this Agreement will apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "Licensor(s)" and "Licensee(s)" include the successors and assigns of either party, whether immediate or remote.

12. The validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New Jersey and venued in Ocean County.

13. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date above-first written.

TOWNSHIP OF BARNEGAT  
Licensor

---

Township Official Print

---

Township Official Signature

---

Licensee Print

---

Licensee Signature