

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP 0
BERNA-
DATE (MM/DD/YYYY)

PRODUCER
James F. Hurley Insurance
Agency Corp.
P.O. Box 7
Far Hills NJ 07931
Phone: 908-234-1200 Fax: 908-234-9464

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED (Insert name of applicant)
Individual, Corporation, or Organization
Address
City, State, Zip

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Your ins. company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Minimum Limits

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	YOUR POLICY #	1/1/19	12/31/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	LIMITS ABOVE MAY BE HIGHER BUT NOT LOWER. MUST HAVE EACH OCCURRENCE LIMIT OF \$1,000,000			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION

(Insert your organization name) names Bernards Township as Additional Insured on General Liability Insurance during the policy period with respect to: (check all that apply)
 1. Use of Bernards Twp. Facilities 2. Participation in Bernards Twp. Programs/Events
 3. Holding of OR Participation in Special Events held on Bernards Twp. Property

Bernards Township
Attn: Municipal Clerk
1 Collyer Lane
Basking Ridge, NJ 07920

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

[Signature]

Explanation of Uses:

- #1 includes use of fields, parks, community center, concession stands, etc.
- #2 includes participation in Charter Day and other Twp. sponsored programs or special events
- #3 includes special events that are not Twp. sponsored in which your organization holds or participates in

Instructions for Page 2 of Hold Harmless

Signature on Behalf of Organization, Corporation or LLC:

Person 1 Signature

Date Signed

Signature of Authorized Representative of Organization, Corporation or LLC

Date Signed

Organization's Name with Mailing Address

Mailing Address of Organization, Corporation or LLC

Person 1 Print Name - Title (ie. Director)

Print Name and Title of Person Signing

Telephone: (123) 456-7899 Fax: (123) 456-7899 Email Email Address

Check here if you are the sole proprietor and do not complete the shaded section below

And

Signature on Behalf of the Township of Bernards:

Signature of Authorized Representative of the Township of Bernards

Date Signed

Print Name and Title of Person Signing

The following is to be completed only if the above is being signed on behalf of a Corporation or LLC. This statement, signed by an officer of the corporation, or member of the LLC, verifies that the person signing the Hold Harmless Agreement above, is authorized to do so on behalf of the Corporation or LLC.

STATE OF NEW JERSEY,

COUNTY OF



I CERTIFY that on (date) Date from above

(name of signature on behalf of corporation) Person 1's Name

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

- a. This person is the (title) Person 1's Title (ie. Director) of (corporation or LLC name) Organization Name and is the person who signed the Hold Harmless Agreement;
b. I am the attesting witness to the signing of this document by the proper corporate or LLC member, and I am (name) Person 2's Name the (title) Person 2's Title (ie. President) of the corporation or LLC;
c. This document was signed and delivered by the corporation or LLC as its voluntary act and is duly authorized;
d. I am signing this to attest to the truth of these facts.

Date: Date Person 2 signed

Signature of Witness: Signature of Person 2

NOTARY:

Signed and sworn to before me on

Date

Notary Signature (Notorizing person 2's Signature)

Name: Printed Notary Name

Title:

Township of Bernards

Organization/Corporation/LLC Hold-Harmless Agreement

1. **“I/WE/OUR”, “ME/MY/US/OUR”** shall mean:
(Name of Organization/Corporation/LLC) _____
and/or on behalf of other entities and/or groups named on the attached list.
“YOU/YOUR/Township” shall mean the **TOWNSHIP OF BERNARDS**, their agents, servants, employees, volunteers, Township Committee members, other public officials and/or contractors.
2. **I/WE** sign this Hold-Harmless as **MY/OUR** 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 **OURS, OUR** guests, invitees, licensees, visitors or other persons present on and/or in property(ies) and/or building(s) and/or street(s) and/or facility(ies) and/or park(s) and/or parking lots owned by the Township of Bernards and/or on locations designated in a Special Event Permit Application, Park Permit or on a Township-sponsored event application in order to participate in, organize, assist, enjoy, supervise or in any other way further any and all activity(ies) on date(s) as described in a written communication—and/or on a Special Event Application and/or on a Park Permit and/or on a Township-sponsored event application—to **YOU**.
3. **I/WE** state that **YOU** will be advised in the written communication or Park Permit or Special Event Application or Township-sponsored event application of any and all activity(ies) that will include the consumption of alcoholic beverages and **I/WE** agree to be bound by the terms of (a), (b), (c) and (d) listed below.

I/WE state that **YOU** will be advised in a written communication and/or Park Permit and/or Special Event Application of any and all activity(ies) listed that will **NOT** include the consumption of alcoholic beverages, but should any person described in Paragraph 2 consume alcohol or allow or permit others to consume alcohol then **I/WE** agree to be bound by the following terms:

- a) That **I/WE** am solely responsible for the dispensing and consuming of alcohol, including the prudent and responsible dispensing and consuming of alcohol by all persons involved in any/all of **MY/OUR** activity(ies) including but not limited to those persons described in Paragraph 2 above.
 - b) To acknowledge by the signing of this Hold Harmless that **YOU** have no authority, control, or participation in the dispensation or consuming of alcohol by **ME/US** and that **I/WE** will take no step(s), actions(s), or measure(s) to convey the idea that **YOU** in any way have promoted, assisted, or participated in **MY/OUR** dispensing and consuming of alcoholic beverages on the site(s) and date(s) indicated..
 - c) That **I/WE** will not allow persons under the age of 21 to dispense or consume alcohol at the site during **MY/OUR** 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.
4. **I/WE** shall also provide the **TOWNSHIP OF BERNARDS** with a Certificate of Insurance as proof of insurance for any/all activities. Said liability insurance shall be written with a company maintaining a rating of at least “A-” according to A.M. Best. Said business liability or commercial general liability shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or not less than three million dollars (\$3,000,000) per occurrence (including host liquor or liquor liability) if the activity(ies) will include the consumption of alcoholic beverages. It is understood that the **TOWNSHIP OF BERNARDS** will be listed as an additional insured on that Liability Policy and Certificate of Insurance. It is also understood that **YOU** will have a renewal Certificate of Insurance automatically sent to **US** prior to the expiration date(s) of the policy(ies) on the Certificate of Insurance. In the event no valid and in force certificate is on file with the **TOWNSHIP OF BERNARDS** at least five (5) days in advance of the activity(ies), **I/WE** recognize that **MY/OUR** activity(ies) cannot take place.
 5. **(For Corporations, LLC’s Only)** **I/WE** also agree that **I /WE** 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 **YOU** against the claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines should have been defended by **ME/US** at **MY/OUR** sole cost and expense pursuant to this Hold-Harmless Agreement.

Signature on Behalf of Organization, Corporation or LLC:

Signature of Authorized Representative of Organization, Corporation or LLC

Date Signed

Mailing Address of Organization, Corporation or LLC

Print Name and Title of Person Signing

Telephone: _____ Fax: _____ Email _____

AND

Signature on Behalf of the Township of Bernards:

Signature of Authorized Representative of the Township of Bernards

Date Signed

Print Name and Title of Person Signing

**The following is to be completed only if the above is being signed on behalf of a Corporation or LLC.
This statement, signed by an officer of the corporation, or member of the LLC, verifies that the
person signing the Hold Harmless Agreement above, is authorized to do so on behalf of the
Corporation or LLC.**

STATE OF NEW JERSEY,)
)
COUNTY OF _____)

I CERTIFY that on (date) _____,
(name of signature on behalf of corporation) _____
personally came before me and this person acknowledged under oath, to my satisfaction that:

- a. This person is the (title) _____ of (corporation or LLC name) _____
and is the person who signed the Hold Harmless Agreement;
- b. I am the attesting witness to the signing of this document by the proper corporate or LLC member, and I am
(name) _____ the (title) _____
of the corporation or LLC;
- c. This document was signed and delivered by the corporation or LLC as its voluntary act and is duly authorized;
- d. I am signing this to attest to the truth of these facts.

Date: _____ Signature of Witness: _____

NOTARY:

Signed and sworn to before me on

Name:

Title: