

# 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.

