

**TOWNSHIP OF MOORESTOWN**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
PERMITTING THE USE OF MUNICIPAL FACILITIES  
FOR COMMUNITY EVENTS (“Agreement”)**

Between the

**TOWNSHIP OF MOORESTOWN (“Township”)**

111 West Second Street  
Moorestown, NJ 08057

and “Permittee”:

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

ADDRESS: \_\_\_\_\_

RESPONSIBLE INDIVIDUAL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ARE YOU A “COVERED PERSON” UNDER DANIELS LAW?

for the following location (“Township Property”): \_\_\_\_\_

and for the following date(s) and hours of operation (include rain date, if any): \_\_\_\_\_

In consideration for permission to use Township Property described above and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the Township and each of its officers, officials, employees, agents and volunteers (all collectively referred to as the Township) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Township, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of use of Township Property by the Permittee or any of his/her/its officers, officials, employees, agents, vendors, volunteers or invitees. Permittee’s obligations under the preceding sentence shall apply regardless of whether the Township or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the Township or any of its officers, officials, employees, or agents.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

Permittee understands and agrees to accept the Township Property in “as-is” condition. Permittee also agrees to clean and place all trash and debris in the trash receptacles provided by the Township, and to return the Township Property in the same condition as it was before Permittee’s use. Further, Permittee understands that if it fails to clean or remove any items it brought or caused to be left on or at the Township Property, the Township will clean and dispose of the items and shall bill the cost, including all labor costs, to the responsible party who signs this Agreement on its behalf.

It is further understood and agreed that this Agreement is also subject to the following terms and conditions:

- 1) The use of Township Property is limited to the date(s) and hours noted above.
- 2) The Township is not responsible for personal property of the Permittee or its vendors, guests and/or participants.
- 3) The Township shall be reimbursed for all costs and attorney’s fees incurred by the Township in enforcing this Agreement.
- 4) This Agreement shall survive the use of Township Property.

The undersigned Permittee acknowledges that he/she (i) has read and fully understands the content of this Agreement; (ii) is aware that this is a contract between the Township and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

IN WITNESS WHEREOF, Permittee and the Township memorialize their acceptance to the terms of this Agreement by signing below as of the date indicated.

Permittee

Township of Moorestown

BY: \_\_\_\_\_  
Signature Date

BY: \_\_\_\_\_  
Nicole Gillespie, Mayor Date

\_\_\_\_\_  
Name and Title  
Authorized Representative

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patricia L. Hunt, Township Clerk

\_\_\_\_\_  
Name and Title