

HOLD HARMLESS AGREEMENT – CHATHAM BOROUGH

1. DEFINITIONS

“I/we, me, my” shall mean

INDIVIDUAL

Name: _____

Address: _____

Phone No.: _____

Work No.: _____

ORGANIZATION (if applicable)

Person Responsible: _____

Business Title: _____

Business Address: _____

Business Phone: _____

“You/Yours” shall mean the municipal corporation known as the Borough of Chatham, its agents, servants, employees, or contractors.

2. GENERAL INFORMATION

Date _____, _____

Site _____

Hours site is needed:

_____ a.m. / p.m. to _____ a.m. / p.m.

Activity to be held (describe in detail)

3. I sign this Hold-Harmless as my voluntary act and by this act agree to hold the Borough of Chatham Harmless and indemnify the Borough of Chatham from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of
 - a. Borough of Chatham; (applicable only if the user of the site is a Corporation)
 - b. Any guest, invitee, licensee, visitor, or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the date above.
4. I state that the activity listed above will not include the consumption of alcoholic beverages, but should any person described in Paragraph 3(b) consume alcohol or allow or permit others to consume alcohol then I agree to be bound to the terms of Paragraph 5 below.

_____ Applicable _____ Not Applicable

5. I state that the activity listed above will include the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to the Borough of Chatham related to the use of the site listed above:
 - a. that I am 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 including but not limited to those persons described in paragraph 3(b);
 - b. to acknowledge by the signing of this Hold-Harmless that the Borough of Chatham have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that the Borough of Chatham in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages in the site and date listed above;
 - c. that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Borough of Chatham property.
 - d. **to comply with all Municipal Ordinances related to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.**
6. I also agree that where the municipal officer signing this hold harmless on the Borough's behalf feels I should provide to the Borough of Chatham a Certificate of Insurance and proof of existing "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this Paragraph is applicable to the activity listed above.

_____ Applicable _____ Not Applicable

7. I also agree that I am obligated to reimburse the Borough of Chatham for all reasonable attorney's fees incurred by the Borough of Chatham to enforce the terms of this Hold-Harmless or to defend the Borough of Chatham 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 at MY sole cost and expense pursuant to this Hold-Harmless.

8. LEGAL SIGNATURE

a. Individual _____

On behalf of _____ (Organization)

_____ (Corporation)

Title _____

b. Municipality _____

Title _____