BOROUGH OF MERCHANTVILLE, NEW JERSEY
APPLICATION FOR USE OF PUBLIC PROPERTY

APPLICANT INFORMATION:

What is name of the person, business, or organization sponsoring this event?

_____

Primary Person in Charge: _____

Mailing Address: _____

Cell Phone Number: _____

Email Address: _____

EVENT DETAILS:

Event Date: _____ Type of Event: _____

Please indicate desired location:

	Community Center (outside only)			Morrissey Park
	Downtown Gazebo (Centre & Chestnut)			Wellwood Park (gazebo only)
	Downtown Triangle Parking Lot			Wellwood Park
	Merchantville Mile Multi-Use Path			Street(s) _____
				Other _____

Start Time: _____ End Time: _____

Anticipated Crowd Size _____

Is it a private event or is it open to the public? _____

Please describe the event in more detail. What types of activities are planned? Will you be using a sound system, microphone, stage, bleachers, exterior seating areas, lights? Will there be bouncy houses, inflatables, entertainment, fireworks, petting zoo, etc.?

_____
_____
_____
_____
_____
_____
_____

POLICE AND FIRE:

Have you attached a diagram of how the event will be set up? _____

Will you be requesting to close any streets? If so, which ones? _____

Will you need assistance from the Police Department for traffic control and/or security? If so, please explain. _____

Will you be seeking special permission from Borough Council to sell and/or consume alcohol on public property? _____ Note: This is only permitted in specific circumstances and requires additional permits and insurance requirements.

Will there be cooking or heating of food at the event? _____
If so, how will cold foods be kept below 40 degrees and hot foods be kept above 140 degrees?

_____

Will you have mobile food vendors? _____

Will you need access to electricity? _____

Are you using a portable generator? _____

PUBLICITY:

Do you want the event to be publicized on the Borough website and social media? _____
If so, please provide a .jpg to the Community Development Director of your flyer.

PUBLIC WORKS:

Are you requesting that the street be cleaned prior to the Event? _____

Are you installing a banner across the roadway? _____

Will you use portable toilets at the event? ____ If so, how many are proposed? _____

If so, who will be arranging for delivery, pick up, and payment of toilets? _____

Are additional trash and recyclable receptacles requested for the event? If so, please describe how many are needed and locations. _____

ADDITONAL REQUIREMENTS AND OBLIGATIONS:

Alcohol. No Alcoholic beverages are permitted to be consumed on Borough Property unless the Applicant has received specific approval from Council. This is only permitted in specific circumstances and requires additional permits and insurance requirements.

Community Center. There is a separate form for the rental of the Community Center building. Please contact the Community Center caretakers, Joe or Ashleigh, at (856) 236-8844 for availability and requirements.

Cooking. Please contact the Bureau of Fire Prevention at (856) 662-0900 prior to the submission of this application if there will be cooking and/or reheating of food at the event. Mobile food vendors are required to provide proof of Type 1 fire permit.

Clean-up. The Applicant will be responsible for the clean-up of all trash and debris associated with the event immediately after the event, unless special permission has been granted by Council for a longer period of time.

Damage to Borough Property. The Applicant shall be responsible for the repair of any damage to Borough property caused by, or directly related to, the event.

Decorations. Decorations must be flame retardant. No nails, screws, staples, tacks, push pins or any other metallic object may be used to secure decorations. Decorations may only be attached with easily removable tape. ALL DECORATIONS MUST BE REMOVED IMMEDIATELY AT THE END OF THE EVENT.

Emergency routes. If any roads are planned to be closed, the Applicant must coordinate with the Police Department at (856) 662-0500 and Fire Department (856) 662-0900, regarding planning for access for ambulances, fire trucks, and other emergency vehicles, if needed, during the event.

End Time of Event. The end time you have listed on your application is a 'hard stop' for the event. If you do not end the event in a timely manner, you may be charged a penalty fee and/or your security deposit may be withheld. Please be respectful of costs associated with Borough police department officers and the expectations of volunteers assisting at public events.

High Risk Activities. The Applicant must provide proof of a liability insurance certificate covering the planned high risk activity (amusement and/or inflatable rides, alcohol, etc.), or proof of event insurance that has been purchased for the day of the event, naming the Borough as an additional insured. Vendors who provide amusement and/or inflatable rides are required to have an annual permit issued by the Department of Community Affairs and proof of a minimum $1,000,000 general liability insurance.

Hold Harmless Agreement. For all events not sponsored by the Borough, the Applicant agrees that the Applicant, his successors, assigns, beneficiaries, and representatives shall protect, defend, indemnify and hold the Borough of Merchantville's elected and appointed officials and employees harmless from all claims, demands, causes of action or liability, resulting from injury to or death of persons or damage to or loss of property arising from this event.

Insurance Coverage. For events not sponsored by the Borough, the Applicant may be required to provide proof of liability insurance for property damage and bodily injury, naming the Borough as an additional insured for the event. Any event involving alcohol, amusement rides, or inflatables requires the Applicant to obtain a special insurance rider for the event.

Permanent and Movable Structures. The Applicant is responsible for inspecting all stages, bleachers, and other equipment to ensure they are in good working condition prior to the event.

Primary Person in Charge. The person who makes, or reviews and approves, the final decisions for the event (i.e., assigns tasks to team members, approves vendors, finalizes site layout, etc.) This person is also known as project manager or team leader.

Security Deposit. Applicants may be required to provide a security deposit or escrow to ensure compliance with this Agreement.

Tents & Canopies. Tents and canopies must be flame retardant. They must be located at least 10 feet from cooking equipment. Tent stakes and ropes must be properly marked so they do not present a tripping hazard.

I understand and agree to the foregoing requirements and obligations in making this application for use of public property.

Name of Primary Person in Charge _____

Signature:_____ Date:_____

FOR BOROUGH USE ONLY:

Received by Public Works Manager: _____
(Signature) (Date)

Received by Community Development Director: _____
(Signature) (Date)

Approved by Borough Fire Official: _____
(Signature) (Date)

Approved by Chief of Police: _____
(Signature) (Date)

Approved by Director of Public Safety: _____
(Signature) (Date)

Approved by Borough Council: _____
(Date)

Comments/Additional information: _____

_____

_____

_____

HOLD HARMLESS AGREEMENT

Contractor agrees to defend, indemnify and hold harmless ***the Borough of Merchantville, its elected and appointed officials, its agents, servants and/or employees***, from and against all claims, damages, losses, and expenses, including attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and caused in whole or in part by Contractor's negligent act or omission, or that of a Subcontractor, or that of anyone employed by them or for whose acts Contractor or Subcontractor may be liable. This indemnification and Hold Harmless Agreement shall apply in all instances whether ***the Borough of Merchantville, its elected and appointed officials, its agents, servants and/or employees*** is made a direct party to the initial action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, form any of the issues emanating from the original cause of action or claim.

Contractor agrees to maintain adequate Public Liability Insurance (naming ***the Borough of Merchantville, its elected and appointed officials, its agents, servants and/or employees*** as an additional insured) covering the obligations set forth herein and Workmen's Compensation Insurance as required by law, covering all employees.

All such insurance shall be evidenced by a Certificate of Insurance executed by the CONTRACTOR'S insurance carrier(s) and filed with the BOROUGH specifically providing that the CONTRACTOR'S Public Liability Insurance included contractual coverage covering this agreement, and further, that said insurance will not be canceled or changed until at least sixty (60) days written notice has been given to the BOROUGH. ***The Borough of Merchantville, its elected and appointed officials, its agents, servants and/or employees*** shall be named as an additional insureds on the Certificate of Insurance.

The covenants and agreements contained in this agreement shall apply to inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and assigns.

CONTRACTOR:

Firm Name: _____

By: _____ Title: _____

Subscribed and Sworn to before me this

_____ day of _____, 20 ____.

Notary Public: _____

State of: _____

County of: _____

My Commission Expires: _____ 20____.