

HOLD HARMLESS AGREEMENT

Between the Borough of Norwood

and

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address (Not A Post Office Box)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Organization Type (Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of: \_\_\_\_\_

on the following dates: \_\_\_\_\_

for the purpose of: \_\_\_\_\_

the undersigned agrees to indemnify, defend and hold the Borough of Norwood and its officers, agents and employees harmless from any and all liability, claims, costs and attorney’s fees arising out of the use of the property referred to above.

I understand that this hold harmless agreement also requires that the Borough of Norwood is indemnified from any losses or damages resulting from the acts or omissions from any quest, participant, visitor or other person attending the event herein referred to. Unless waived in writing by the Borough of Norwood, I agree to furnish a Certificate of Insurance specifically naming the Borough of Norwood as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00 combined single limit. Said certificate shall state that “the issuing company shall mail 30 days written notice to the certificate holder named, certified mail return receipt”. It shall also contain a statement acknowledging this hold harmless agreement. No exceptions or limitations will be accepted.

In order to induce the Borough of Norwood to accept this hold harmless agreement, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic beverages (will) or (will not) be served
- b. Total number of persons anticipated is \_\_\_\_\_
- c. Live entertainment (will) or (will not) be provided
- d. Other \_\_\_\_\_

This agreement shall remain in full force and effect for any continued additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered to or if the municipality determines that a situation that might lead to personal injury, property damage or violation of laws exists.

In cases of any damage or destruction to Borough premises caused by any error, omission, negligent or intentional act of the Organization, its agents, servants, employees, guests, licenses and/or invitees, the organization shall repair or replace the damage at its own cost and expense as expeditiously as possible.

The Borough may defend itself at the Organization's expense from any and all claims or lawsuits, which may arise out of, and/or relating to the Organization's use of Borough premises as set forth herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ as the binding act in deed.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Witness

Note: Certificate of Insurance shall be in original form.

No photocopies, fax copies or email copies shall be accepted. The authorized person shall also sign it in ink.