

USE APPLICATION FOR NEWTON GREEN
COUNTY OF SUSSEX, NEW JERSEY
1 Spring Street
Newton, NJ

Date of Application: _____

Name of Organization/Applicant: _____

Organization Representative: _____

Organization/Applicant Address: _____

Phone: _____ Email: _____

Activity/Purpose: _____

Date(s) of Use: _____ Time: _____

Number of Anticipated Attendees: _____

Insurance and Indemnification Requirements

Applicants shall provide proof of insurance with the following coverage and limits:

- A. Commercial General Liability (CGL) insurance shall be on an occurrence basis including property damage, bodily injury, and personal injury with limits no less than One Million (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- B. Applicants intending to use motor vehicles as part of the event/activity, e.g., food trucks, towing trailers, and/or other vehicles for loading and unloading items or materials on the Newton Green, shall maintain the following automobility liability insurance covering vehicles used in connection with the event.

Will motor vehicle(s) be used as part of the event/activity, e.g., food trucks, towing trailers or other vehicles for loading and unloading items or materials on the Newton Green?

- ☐ Yes. Automobile insurance for all vehicles in the amount of Five Hundred Thousand (\$500,000) combined single limit for bodily injury and property damage.
- ☐ No. Automobile insurance is not required for this event. In the event the County determines that motor vehicles are used by the applicant in violation of this representation, the County reserves the right to terminate the event immediately and the applicant may be denied further use of the Green, in the County's sole discretion.

- C. Applicants shall name the “County of Sussex” as an additional insured. The insurance limits shall not limit the Applicant’s liability or indemnification requirements. The policy shall be issued by an insurance company licensed to do business in the State of New Jersey with an A.M. Best rating of A-VII or better.
- D. Following the event, Applicants shall be responsible for any and all cleanup of the Newton Green and returning the site to its original state. Failure to clean up the Newton Green, resulting in the County incurring costs for clean up, the Applicant shall be responsible to reimburse the County for costs incurred to clean up the site.
- E. Should the Applicant or any attendee cause damage to the Newton Green, the Applicant shall be liable for the damage.
- F. Applicants’ use of the Newton Green shall be in accordance with any and all Federal, State, County, and local laws. The failure to abide by any applicable law shall result in the denial of the Use Application and the denial to use the Newton Green in the future

Applicants shall submit this signed Use Application, Certificate of Liability Insurance, and the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement to:

**Holly Saraceni – Email to: Hsollitto@sussex.nj.us or
Mail to: Holly Saraceni – County of Sussex
One Spring Street
Newton, NJ 07860**

Signature of Applicant: _____

Date: _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

THIS IS A LEGALLY BINDING RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

Applicant(s) agrees as follows:

A. **I (WE) WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault, or willful act and/or omission of the Released Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Property, **THE FOLLOWING ENTITIES OR PERSONS:** the County of Sussex and their respective officers, employees, servants, agents, assigns and affiliates (hereinafter “Released Parties”); and

B. To the fullest extent permitted by New Jersey law, Applicant shall indemnify, defend and hold harmless the County of Sussex, the Board of Commissioners, and its employees, agents, officers, and representatives (“Indemnified Parties”) from and against any claims, damages, losses, and liability of any nature or kind, including reasonable attorney’s fees, arising from or in any way connected with the conduct of the Applicant’s business operations or its use of the Newton Green (“Claims”) unless such Claims are caused solely by the negligence or willful misconduct of the Indemnified Parties. If any Claims are brought against the Indemnified Parties, Applicant shall defend said Claims at its expense, provided that the Indemnified Parties shall promptly notify Applicant of any such Claim in writing and tender its defense to Applicant.

C. For purposes of this Agreement, Applicant when used in the singular refers to any and all applicants who sign said Agreement.

I (WE) HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I (WE) HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name (please print clearly): _____

Signature: _____

Date: _____