



## *City of Estell Manor*

148 Cumberland Avenue, Estell Manor, NJ 08319

Phone 609-476-2692 Fax 609-476-4588 [www.estellmanor.org](http://www.estellmanor.org)

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Thank you for your interest in holding a special event or utilizing a City-owned field and/or facility. Attached are the materials needed to obtain approval for your upcoming event. Please follow the application directions very carefully.

### **Requirements and Conditions:**

- 1) Any person wishing to sponsor a special event shall file an application with the City Clerk no less than 45 days prior to the date of the event. Application must be completed in its entirety.
- 2) The special events application will be reviewed by the appropriate departments including Public Works, Police, Fire, City Clerk or any other entities as determined by the applicable department.
- 3) The applicant shall comply with all the applicable City ordinances, code, conditions and requirements. Copies are available upon request.
- 4) Requests for Fire, Police, and/or Emergency Services shall be subject to requirements and interpretive authority and discretion of the approving department. Please note, applicant is required to request these services based on their specific needs to the individual agencies.
- 5) Requests for Police services shall be subject to the interpretive authority and discretion of the New Jersey State Police. Requests for Fire services shall be subject to the interpretive authority and discretion of the Fire Chief. Requests for Emergency services shall be subject to the interpretive authority and discretion of the Dorothy Volunteer Fire Company.
- 6) Applicants must provide a Certificate of Liability Insurance listing the "City of Estell Manor 148 Cumberland Ave. Estell Manor NJ 08319" as additional insured. Please note the description on the certificate must include specific dates, events, and location.
- 7) Applicants must sign a "Hold Harmless Agreement" indemnifying the City of Estell Manor, please see attached.
- 8) ALL APPLICATIONS MUST BE SENT TO:  
City Clerk, Attn: Special Events  
148 Cumberland Avenue  
Estell Manor, NJ 08319  
[cityclerk@estellmanor.org](mailto:cityclerk@estellmanor.org)

**APPLICANT AND/OR SPONSORING ORGANIZATION INFORMATION:**

Name of Organization/Individual: \_\_\_\_\_

Full Address: \_\_\_\_\_

Is the organization registered with the State of New Jersey as a non-profit organization?

Yes ☐ No ☐ If yes, please enclose a copy of their 501-C3 for our records.

Applicant Name: \_\_\_\_\_

Applicant Full Address: \_\_\_\_\_

Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

ON SITE CONTACT day of event: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

\* Any change in the above information, please notify the approving department immediately.

**SPECIAL EVENT INFORMATION:**

*Is this event a fundraiser?* Yes ☐ No ☐ Beneficiary: \_\_\_\_\_

*Field or Facility Use Location:* \_\_\_\_\_

*Description of Use:*

Children's Party ☐ Wedding Ceremony/Pictures ☐ Craft Show ☐ Fair/Carnival ☐ Fundraiser ☐ Parade ☐

Run/Walk ☐ Block Party ☐ Meeting ☐ Program ☐ Sports Field ☐ Other \_\_\_\_\_

*Event Title/Activity:* \_\_\_\_\_

*Estimated # of Participants:* \_\_\_\_\_ *Estimated Attendance:* \_\_\_\_\_

\* Please note attendance exceeding 999 people will require another application & further review.

Event Date(s): \_\_\_\_\_ Rain Date(s): \_\_\_\_\_ Time: \_\_\_\_\_ am/pm

Set Up Time(s): \_\_\_\_\_ am/pm Take Down Time(s): \_\_\_\_\_ am/pm

Description of Event Set Up: \_\_\_\_\_

**GENERAL EVENT INFORMATION (Please note electric is not available at all areas):**

Please indicate whether the following items pertain to this event.

YES ☐ NO ☐ Food concession and/or Food Preparation area(s)?

If you intend to cook food, please specify method:

Gas ☐ Charcoal ☐ Other \_\_\_\_\_

YES ☐ NO ☐ Will you be supplying your own First-Aid Station?

YES ☐ NO ☐ Will tents be utilized? How many? \_\_\_\_\_ What size(s) \_\_\_\_\_

YES ☐ NO ☐ Will a stage be utilized? Dimensions: \_\_\_\_\_

YES ☐ NO ☐ Will there be entertainment? Description: \_\_\_\_\_

- YES ☐ NO ☐ Will vehicle(s) and/or trailer(s) be used? How many? \_\_\_\_\_
- YES ☐ NO ☐ Will tables and/or chairs be set up? How many? \_\_\_\_\_
- YES ☐ NO ☐ Will fencing, barrier(s) and/or barricade(s) be utilized?
- YES ☐ NO ☐ Are street closures requested? \* Street Name: \_\_\_\_\_  
Justification for Street closure: \_\_\_\_\_
- YES ☐ NO ☐ Will there be portable toilet(s)? Supplier: \_\_\_\_\_
- YES ☐ NO ☐ Will there be inflatables or amusements? Supplier: \_\_\_\_\_
- YES ☐ NO ☐ Will there be Booth(s), Exhibit(s), Display(s) and/or Enclosure(s)?
- YES ☐ NO ☐ Will the event be advertised? Where: \_\_\_\_\_
- YES ☐ NO ☐ Is traffic control or crowd control necessary for this event?\*

**FOR EVENTS REQUIRING STREET CLOSURES, TRAFFIC/CROWD CONTROL  
OR OTHER MUNICIPAL ASSISTANCE:  
Applicant MUST obtain approval from New Jersey State Police**

**Please note ~ You are required to bag and remove all trash and recyclables.**

What is your plan for clean up and disposing of all refuse from this event? \_\_\_\_\_  
\_\_\_\_\_

### **REQUIRED ATTACHMENTS:**

#### **INSURANCE REQUIREMENTS**

Evidence of insurance will be required before final approval. Please provide a certificate of insurance as described on the attached "Schedule of Insurance"

\* Each event is evaluated on its risk exposure, all events must have their own certificate.

#### **HOLD HARMLESS AGREEMENT**

A Hold Harmless Release Agreement must be submitted with each application (attached).

#### **AFFIDAVIT OF APPLICANT**

Everything that I have stated on this application is correct to the best of my knowledge, I have read, understand, and agree to abide by the policies and rules and regulations listed on this form as they pertain to the requested usage. By signing this application, the applicant agrees to follow all rules and regulations. All programs and facilities of the City of Estell Manor are open to all residents regardless of race, sex, age, color, religion, national origin or handicap.

NAME OF APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Estell Manor  
HOLD HARMLESS AGREEMENT  
FOR USE OF CITY FACILITIES**

To the fullest extent permitted by law, \_\_\_\_\_ agrees to defend, pay on behalf  
*Name of facility or Equipment user*  
of, indemnify, and hold harmless the City of Estell Manor, its elected officials, its agents, employees, and volunteers and others, working on behalf of the City of Estell Manor against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Estell Manor its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Estell Manor, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with:

Name of Individual/Organization: \_\_\_\_\_

Name of City Facility/Equipment: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

For the following purpose and no other (Name/Description of Events/Activities/Equipment Usage):

\_\_\_\_\_  
\_\_\_\_\_

*Under no circumstances shall the individual or organization named herein allow another individual or organization to utilize said facility or equipment without the expressed written consent and approval of the City of Estell Manor City Council or their designee.*

CITY OF ESTELL MANOR

By: \_\_\_\_\_  
For the Individual /Group Organization

\_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

- A. **Indemnification:** **USER** shall indemnify, save harmless and defend the **CITY of ESTELL MANOR**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **CITY of ESTELL MANOR**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and /or property loss, expense claims or demands arising out of **USER's** use of the named. Facilities, including all suits or actions of every kind of description brought against the **CITY of ESTELL MANOR**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.
- B. **Hold Harmless:** **USER** shall execute the attached Hold Harmless Agreement for Use of City Facilities.
- C. **Addressing the Protection and Safe Treatment of Minors:** **USER** verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance Under New Jersey law (N.J.S.A. 9:6-8.21).
- D. **Insurance:** Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the Schedule of Insurance section and as is appropriate for the type of use and hazards present which will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

**USER** shall be required to name the **CITY of ESTELL MANOR** as an "*Additional Insured*" on the **USER's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **CITY of ESTELL MANOR** with a Certificate of Insurance indicating that the insurance coverage as described in the Schedule of Insurance, and as is appropriate for the type of use and hazards present, has been obtained and the **CITY of ESTELL MANOR** has been designated as an "*Additional Insured*" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **CITY of ESTELL MANOR** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **CITY of ESTELL MANOR** as an "*Additional Insured*" for the duration of this agreement.

- E. **Schedule of Insurance:** Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the **CITY of ESTELL MANOR**.

**USER** shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the **USER's** operations and use of the **FACILITY(IES)**. The cost of such insurance shall be borne by the **USER**. **USER** shall furnish Commercial General Liability insurance providing coverage for **CITY of ESTELL MANOR** for all activities of **USER** conducted on **CITY of ESTELL MANOR** property. The liability insurance shall provide coverage for no less than \$1,000,000 per occurrence and \$2,000,000 Aggregate for Bodily injury, Persona and Advertising Injury and Property Damage.

- a) Coverage to be primary and non-contributory.
- b) City of Estell Manor shall be named as an "*Additional Insured*".

- c) The Description of Operations section of the certificate must include the following additional insured wording:  
*“The City of Estell Manor, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Estell Manor are named additional insured on the General Liability policy”*

**A copy of the additional Insured endorsement shall be provided with the certificate of insurance.**

- d) Coverage required under the Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to Municipality, except where cancellation is for non-payment of premium, then 10 days prior notice shall be given.
- e) Certificate must show evidence that the General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant’s Medical Policy, if applicable.

**Special Event Users—if you do not have Insurance:** Insurance can be purchased at a discounted rate with the TULIP Program (Tenant Users Liability Insurance Policy) through Gather Guard which is offered through the City’s Joint Insurance Fund. On the internet, go to: <https://gatherguard.com/>

Use the Township’s Venue ID CODE (####) and follow the instructions on the website. They will provide you with an insurance certificate after submission of information and payment. A copy of the certificate and additional insured endorsement will be sent directly to the City.

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of the agreement and **USER** shall be prohibited from using said **FACILITY(IES)**.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the **CITY OF ESTELL MANOR**. The **USER** shall take no action to cancel or materially change any of the insurance required under the is agreement without the Township’s prior approval. The maintenance of the insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.