

## FACILITY USE AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the owners of said facilities (hereinafter referred to as the Borough of Mendham or the Borough) and \_\_\_\_\_ (hereafter referred to as the USER). The facility will be used for the purpose of \_\_\_\_\_.

1. Subject to the terms and conditions hereof the USER grants to and accepts from the Borough the right and privilege to use the herein described facilities located at \_\_\_\_\_ (The stated premises).
2. The term of this agreement shall be for the following dates and times only:  
\_\_\_\_\_.
3. The USER use of the premises is subject to the payment of a fee of \_\_\_\_\_.
4. USER shall comply with the Rules and Regulations attached to this agreement as Schedule A.
5. The premises shall be used for the purpose stated above; no other use will be permitted.
6. The sale or use of liquor, beer or other alcoholic beverages on the premises is expressly forbidden, unless express permission has been granted by the Borough Council for alcoholic beverages to be served. Smoking is not permitted inside the premises.
7. The USER, at its expense, shall leave the premises clean and free of all trash and litter and all fixtures, if any, in good working condition. No alterations or additions shall be made to the premises.
8. Persons engaged by the USER to provide labor and service shall not be deemed or considered employees, agents or independent contractors of the Borough. The USER is responsible for collecting certificates of insurance from all subcontracted services if they come on premises.
9. The USER shall maintain and be responsible for the premises but only during the times previously specified when it will be occupying the premises.
10. Throughout the term of this agreement, the USER shall maintain insurance for bodily injury, death, or property damage occasioned by the reason of the USER'S use of the premises for the activity, which it is sponsoring with minimum limits of liability in the amount of \$1,000,000 per occurrence. The Borough shall be an additional insured on this policy but only with respect to claims or losses against it resulting from the negligence of the USER. A certificate evidencing such insurance shall be furnished to the Borough before the USER activity can begin.
11. The USER shall hold the Borough, its agents, officers, employees, and board members harmless from and shall defend and indemnify them from and against all liability for injuries to or death of persons or damage to property arising from the activities of the USER.
12. The USER'S insurance company must waive it's right of subrogation against the Borough should a claim arise.

13. Upon breach of this agreement for any reason, the Borough shall have full authority to retake possession of the premises.

14. The USER may not assign any right, privilege or license conferred by this agreement.

15. The person signing this agreement on behalf of the USER is fully empowered by appropriate action of the organization, if necessary, to execute this agreement on its behalf.

In witness whereof the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
USER signature

\_\_\_\_\_  
Borough signature

USER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Home Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_