

**BOROUGH OF LONGPORT**  
**Use of Facilities Agreement**

THE BOROUGH OF LONGPORT, a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow \_\_\_\_\_  
*(Name of Person(s) or Organization)*

hereinafter referred to as "USER", to use the facilities listed below:

**LONGPORT COMMUNITY CENTER**

hereinafter referred to as "FACILITY(IES)"

for \_\_\_\_\_  
*(State the Purpose)*

on the following date(s): \_\_\_\_\_

The above USER shall inspect the described FACILITY (IES) prior to the use of the FACILITY (IES) and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) to

MUNICIPAL CLERK'S OFFICE (609-823-2731, X100) at MUNICIPALITY, and USER shall immediately cease the use of the FACILITY (IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

**Indemnification**

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, 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 or description brought against the MUNICIPALITY, 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 USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants, or members of the public, or

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**.

**Insurance**

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as 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 **MUNICIPALITY** 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 **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** 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 **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**BOROUGH OF LONGFORT**

\_\_\_\_\_  
**USER**

\_\_\_\_\_  
**MUNICIPALITY**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

## 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 "**MUNICIPALITY**":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.

**MUNICIPALITY** shall be named as an "Additional Insured".

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 this agreement and **USER** shall be prohibited from using said **FACILITY (IES)**.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

\* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that "Liquor Liability or Host Liquor Liability" coverage be provided by **USER**. For certain uses, it may be recommended that coverage for "Spectators" and/or "Athletic Participants" be required or that Sports Accident coverage be maintained by the **USER**.



# National Tenant User Liability Program

## Tenant Users Liability Insurance Policy (TULIP)

### Website Instruction

To access the TULIP program, please visit <https://www.ebi-ins.com/tulip/>

#### Step 1

1. Enter the actual facility code GNTI-019
2. If you do not know the code, you can search by clicking the blue link  
*If you use the link to find your facility a drop down list box will appear*
3. Choose the Gallagher National TULIP Program (Initiative)
4. Locate your town from the listing.

The screenshot shows the Entertainment Brokers International website. At the top, there is a navigation menu with links: Home, Applications, Products, New Brokers, Submit Business, Claims, Personal Lines, and Order Management. A 'Log In' button is also present. Below the navigation, there is a 'Welcome!' message and instructions to answer questions to purchase insurance. The main section is titled 'Step 1: Select your facility' and includes a form with a dropdown menu for facility selection. Below the form, there is a section for 'You have selected the facility with the following information:' followed by fields for Facility Name, Address, City, State, and Zip.

#### Step 2

1. Select an event from the list
4. Answer the three (3) questions
5. Click: NEXT

#### Step 3

1. Name your event – **IMPORTANT: include the name of the facility you will be utilizing for your event.**

Example: "Grandpa's 80<sup>th</sup> Birthday Party - Terrace Town Hall"

2. Answer the remaining questions.
3. Click: *Quick Quote* for an instant quote based on the information provided.

Follow the steps to purchase the coverage certificate if desired. The Certificate will be emailed to the email address provided.

**Be sure to include the name of the venue/facility where you will be holding your event in the Name Your Event section ! (Step 3)**

If you have questions or are having trouble accessing the website, please call our office at 800-333-3231, 8:30 AM MST – 5:00 PM MST and ask for Tracy Paladino or Anita Bruner.

Thank you for your interest in the Gallagher PESD National Tenant User Liability Program.

BOROUGH OF LONGPORT

Application for Use of Facilities

APPLICANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Person Responsible:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

The Applicant requests the use of the facilities listed below:

**LONGPORT COMMUNITY CENTER**

For the following purpose:

\_\_\_\_\_  
(State the Purpose)

on the following date(s): \_\_\_\_\_

Specify the hours of use: From: \_\_\_\_\_ To \_\_\_\_\_

Number of people to attend: \_\_\_\_\_

Will juveniles be present? Yes \_\_\_ No \_\_\_ If Yes, what ages? \_\_\_\_\_

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served? \_\_\_ Yes \_\_\_ No If Yes, who will be serving the alcohol?

\_\_\_\_\_  
If Yes, attach a copy of the liquor license and the liquor liability policy of insurance.

\_\_\_ Attached

Applicant has received a copy of the **Municipality Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.