



**SUMMIT**  
NEW JERSEY

512 Springfield Avenue  
Summit, NJ 07901  
Tel. (908) 273-6400 ♦ Fax (908) 273-2977

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## **REQUEST FOR USE OF PUBLIC PROPERTY (SPECIAL EVENTS APPLICATION)**

### **NOTE:**

*(This application must be submitted at least three (3) months in advance of event or three months in advance of a Council Meeting if Council approval is required. (See City website [www.cityofsummit.org](http://www.cityofsummit.org) for current Council meeting schedule.)*

### **CHECKLIST**

#### **CHECK IF APPLICABLE:**

- Completed Checklist
- Completed and signed property use application
- Fees, if applicable
- Escrow deposit for each event - \$500.00 check payable to "City of Summit". (The City may require a larger deposit at its discretion.)
- Insurance Certificate for Organization and each vendor involved in the event with the following requirements:
  - \$1 million General Liability
  - Insurance Certificate\* naming City of Summit as additional insured
  - Banners, if used, must be covered under Insurance Certificate(\*Said insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Bests. See sample insurance certificate attached to the application.)
- Hold Harmless Agreement executed by organization and each vendor
- Completed and executed copy of "Property Restoration Agreement"
- Additional permits by other City of Summit departments, (circle all that apply.) (Dept. of Community Services, Police Dept., Fire Dept., Health Dept., Parking Services Agency, Dept. of Community Programs)  
Note: The applicant is responsible for obtaining any additional permits required by the City in conjunction with this event. Contact individual departments to obtain applications.
- IRS Determination Letter (for non-profit and civic events only.)
- List of Vendors participating in the event, if applicable, with contact information.
- Proposed Route, Map and Narrative of Event, if applicable

## **PROPERTY USE APPLICATION**

Name of Organization:		
Organization's Address:		
Organization's Telephone:	(Fax)	(Email)
Organization's Representative Contact Information		
First & Last Name:	Telephone:	
Email:	Fax:	
Emergency contact name and phone number on day of event:		
Is the organization a non-profit? <input type="checkbox"/> Yes <input type="checkbox"/> No		

### **Event & Property Being Used**

Date of Event:	Name of Event:	
Rain Date:	Location:	
Time of Event:	Start:	Finish:
Time on Site: (include set-up and clean-up time)	Start:	Finish:
Total Number of Anticipated Attendees:		
Proposed streets to be closed (if applicable):		
Purpose:		
Use additional sheets if necessary.		
Detailed Description of Planned Use of Property: Tables, bandstand, demonstration, etc. (Attach sketch)		
Use additional sheets if necessary.		

***Note: City Ordinance prohibits alcohol beverage consumption on public property. If a large group of people is anticipated, you may be responsible for garbage consolidation to one area and removal.***

**Attention Civic Organizations:** Provide a detailed statement regarding use of the property and how its use will be of the general benefit to the residents of Summit. (Attach additional pages if necessary.)

**Attention Fundraisers:** Provide a detailed statement demonstrating 12-1b 1,(a) (2) regarding use of proceeds and how they will be of the general benefit to the residents of Summit. (Attach additional pages if necessary.)

**Check boxes below which apply to your event** (See attached ordinance for applicable sections.):

- Peddlers to be used for event (food vendors, ice cream truck, etc.) (See Section 12-1.2 (b)(2)(b) of ordinance.)**

Note: If non-Summit licensed peddler(s) is(are) to be used, NJ Sales Tax Certificate of Authority must be secured from peddler(s) and peddler(s) must comply with all Board of Health requirements, including payment of \$25 fee to same. **Please ask the City Clerk's office for the most current list of licensed food vendors, regarding right of first refusal.**

**List vendors used for the event:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Streets to be closed** – which street(s)? If closing for a walk or race, provide 12 copies of route(s). (See section 12-1.2 (b.)(4) of ordinance – written approval to be provided for each event) Note: Street closing requires formal Council action at a regular meeting. See attached Property Use Application Deadlines.

- Banners to be displayed.** See Section 12-1.2 (b.)(5) of ordinance – written approval from the Department of Community Services to be provided for each event/location.) (Provide as an attachment – size/dimensions and proposed wording of banner.) Additional insurance required.

- Sound amplification to be used**, i.e. DJ, loudspeakers, Showmobile, radio, band and estimated decibel level \_\_\_\_\_. (See Section 12-1.2 (b.)(6) of ordinance.) Describe power source.

**CITY OF SUMMIT & DEPARTMENTS INVOLVEMENT REQUIRED FOR THE EVENT:** Please check all that apply and permits anticipated for the event. (Permits must be obtained in advance.)

- City Clerk – i.e. Peddlers, Games of Chances, Insurance questions, etc.
- Department of Community Services - hiring of DPW employees for assistance
- Police Department – i.e. Hiring of Police Officers and Auxiliary assistance
- Fire Department – i.e. Permits for fire, inflatables, tents, inspections, etc.
- Health Department – i.e. Permits for food vendors
- Parking Services Agency – i.e. use of parking lots, meters, etc.

**A meeting of the Property Use Committee is mandatory. Therefore, please have all possible issues and questions answered and information provided with the application. Otherwise a particular department may wish to delay the Committee meeting until specific information is received. You are encouraged to call the departments to determine what they will require in order to approve your application.**

City Clerk's Office	(908) 273-6400
Department of Community Services	(908) 273-6404
Police Department	(908) 273-0051
Fire Department	(908) 277-1033
Health Department (when food is involved)	(908) 277-6464
Parking Services Agency	(908) 522-5100
Department of Community Programs (formerly Recreation Department as referenced in the attached ordinance) – apply directly to Dept. of Community Programs for use of Showmobile.	(908) 277-2932

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**SIGNATURE REQUIRED – ACKNOWLEDGEMENT OF APPLICATION**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Affiliation with Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN APPLICATION TO:**  
**City Clerk**  
**City of Summit**  
**512 Springfield Avenue**  
**Summit, NJ 07901**

## **PUBLIC PROPERTY RESTORATION AGREEMENT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a non-profit corporation \_\_\_\_\_ of the State of New Jersey, having its address at \_\_\_\_\_ (the "Applicant"), and the CITY OF SUMMIT, a municipal corporation of the State of New Jersey, having its City Hall at 512 Springfield Avenue, Summit, New Jersey 07901 (the "City").

### **RECITALS**

1. Pursuant to Chapter 12, of the Code, Parks, Public Areas, Recreation Facilities, Applicant has requested that it be permitted to use public property owned by the City, or one of its Boards, and located at \_\_\_\_\_ (the "Property").
2. The Ordinance sets forth as one of its requirements in connection with the use of the property that the Applicant enter into an agreement with the City in the form hereof.

NOW, THEREFORE, it is agreed by and between Applicant and the City as follows:

1. Following its use, Applicant shall restore the Property to the condition in which it existed prior to the use by Applicant, including without limitation, the removal of debris, emptying of trash receptacles and correction of temporary changes to the Property.
2. If requested by the City Clerk, Applicant shall pay to the city in cash, bank or certified check an amount certified by the Chief of Police and Director of Community Services as required to reimburse the City for the cost of furnishing municipal labor, services and material beyond those normally provided by the City and resulting from or caused by Applicant's use of the Property, which shall include an administrative surcharge of fifteen percent (15%) of such amount.

IN WITNESS WHEREOF, Applicant and the City have caused this Agreement to be signed the day and year first written above.

ATTEST:

\_\_\_\_\_  
By \_\_\_\_\_

ATTEST:

THE CITY OF SUMMIT

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

# **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF SUMMIT**

**AND**

(Name of individual, organization or corporation)

## **GENERAL INFORMATION**

Date \_\_\_\_\_, 20\_\_\_\_\_

Site \_\_\_\_\_

HOURS SITE IS NEEDED \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

## **ALCOHOLIC BEVERAGES (WILL) OR (WILL NOT) BE SERVED**

EVENT TO BE HELD (describe in detail)

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1. The undersigned agrees to indemnify and hold harmless the City of Summit ("City"), its officers, agents and employees from any and all liability, claims, demands, suits, or costs (including reasonable attorney's fees) arising out of any act or omission of the undersigned with respect to the use of municipal property or facilities, regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. The undersigned also understands and acknowledges that this Agreement requires that the undersigned indemnify the City from any liability, claims, demands, suits, damages or costs (including reasonable attorney's fees) brought or incurred by any person or entity as a result of injuries, damages, expenses and losses arising out of or related to the undersigned's performance or failure to perform pursuant to this Agreement, except where the liabilities are the result of the City's own direct and sole negligence. The undersigned assumes full responsibility for any risk associated with the event, including risk of loss, property damage, or personal injury, including death, as well as any risks that may arise from negligence or carelessness from dangerous or defective equipment or property owned, maintained, or controlled by the City.
2. ALCOHOLIC BEVERAGES (WILL) OR (WILL NOT) BE SERVED. The statement below is only applicable for events where alcohol will be served: If the event listed above allows for the consumption of alcoholic beverages, the undersigned is solely responsible for the dispensing and consumption of alcohol and will not allow persons under the age of twenty-one (21) to dispense or consume alcohol. Further, the undersigned will comply with all federal and state laws as well as any municipal ordinances related to the consumption of alcoholic beverages.
3. If the undersigned is a business entity or corporation, the corporation or business entity agrees to provide a "Certificate of Insurance" and proof of "Special Events Insurance" as soon as practicable, but not less than five (5) business days before the event. Said insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Bests. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence, (\$3,000,000 per occurrence if liquor is being served). The City must be listed as an additional insured on the policy and Certificate of Insurance. If proof of the required insurance is not provided, the event will be canceled.
4. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The undersigned consents to the sole and exclusive jurisdiction of and venue in the state and federal courts located in the State of New Jersey, Union County and Newark, New Jersey, respectively.
5. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

The undersigned agrees to reimburse the City of Summit for all reasonable attorney's fees incurred by the City to enforce the terms of this Agreement or to defend itself against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by the undersigned.

**Date:** \_\_\_\_\_

**Signature**

**Print Name (and Organization or Corporation, if applicable)**

**Address of Individual, Organization or Corporation**

**Phone Number**

This Agreement was received by \_\_\_\_\_ on behalf of the City of Summit.

Signature: \_\_\_\_\_

Date:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED  SAMPLE CERTIFICATE Name of Insured / Vendor Address City, State, Zip	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Name of Insurance Company Rated A or Better		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERS

CERTIFICATE NUMBER: 961892480

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y				EACH OCCURRENCE \$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$5,000	PERSONAL & ADV INJURY \$1,000,000
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS HIRED AUTOS						GENERAL AGGREGATE \$2,000,000	PRODUCTS - COMP/OP AGG \$2,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	BODILY INJURY (Per person) \$
	UMBRELLA LIAB EXCESS LIAB						BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$
	OCCUR CLAIMS-MADE						EACH OCCURRENCE \$	AGGREGATE \$
	DED RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						Y/N	N/A
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$	

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Summit is included as an Additional Insured.

Name/Description of Event:

Date(s) of Event:

Location(2) of Event:

**The insured's General Liability, Auto Liability and Umbrella policies include a Waiver of Subrogation in favor of the City of Summit.**

## CERTIFICATE HOLDER

## CANCELLATION

City of Summit  
512 Springfield Avenue  
Summit, NJ 07901-2667

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**NOTEPAD:**

INSURED'S NAME: SAMPLE CERTIFICATE

SUMMIT

OPID 6J

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DATE 05/24/10

If road closures include County roads, Union County must also be included and added as an additional insured.

The certificate of insurance must also include the following wording: "The insured's General Liability, Auto Liability and Umbrella policies include a Waiver of subrogation in favor of the City of Summit." (see Description box on Page 1)