



SUMMIT
NEW JERSEY

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

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 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

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**

CITY OF SUMMIT
HOLD-HARMLESS AGREEMENT

1. "I/we me/my" shall mean one of the following:

AN INDIVIDUAL: Name: _____

or

ORGANIZATION: Name: _____

or

AN INDIVIDUAL: Name: _____

2. "You/Your" shall mean the municipal corporation known as THE CITY OF SUMMIT, its agents, servants, employees, or contractors.

3. GENERAL INFORMATION

Date _____, _____

Site _____

HOURS SITE IS NEEDED _____ a.m./p.m. to _____ a.m./p.m.

ACTIVITY TO BE HELD (describe in detail)

4. I sign this Hold - Harmless as my voluntary act and by this act agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.

5. I state that the activity listed above will not include the consumption of alcoholic beverages but should any person described in paragraph 4 consume alcohol or allow or permit others to consume alcohol then I agree to be bound by the terms of paragraph 6 below.

6. I state that if the activity listed above includes the consumption of alcoholic beverages and that because of such consumption I have the following additional duties to You related to the use of the site listed above:

a) that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 4 above;

b) to acknowledge by the signing of this Hold-Harmless that You have no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I Will take no step, action, or measure to convey the idea that You in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

c) that I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Your property;

d) to comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.

7. I also agree that where the municipal officer signing this Hold - Harmless on your behalf feels I should provide to You a "Certificate of Insurance" and proof of "Special Events Insurance" that I shall provide same to that municipal officer as soon as practicable and not less than five (5) business days before the date of the planned activity. The appropriate municipal officer will check below if this paragraph is applicable to the activity listed above. 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). It is understood You will be listed as an additional insured on the policy and Certificate of Insurance.

Applicable Not Applicable

**In the event said certificate of insurance is not provided as set forth above,
I recognize the event must be canceled and not be held as scheduled.**

8. (Applicable to Corporations Only) I also agree that I am obligated to reimburse You for all reasonable attorney's fees incurred by You to enforce the terms of this Hold-Harmless or to defend Yourself 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 Me at My sole cost and expense pursuant to this Hold-Harmless.

9. LEGAL SIGNATURE

(a) Individual _____

or

(b) Individual _____ on behalf

Of _____
(organization)

or

(c) Individual _____ Title _____

On behalf of _____ (Corporation)

Address of Individual, Organization or Corporation:

Home phone: _____ - Work Phone _____

And

Signature of Person on behalf of the CITY OF SUMMIT:

(signature)

(title)

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF SS.:

I CERTIFY that on _____, 20__

_____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ of _____ the corporation named in the attached document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is _____, the _____ of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on _____, 20



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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Name of Insurance Company Rated A or Better	
INSURED SAMPLE CERTIFICATE Name of Insured / Vendor Address City, State, Zip	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Y					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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
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NOTEPAD:

INSURED'S NAME SAMPLE CERTIFICATE

SUMMIT-5
OPID 63

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DATE 05/24/19

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)