

## USE OF CITY FACILITIES

### D. Insurance Requirements:

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.

1. **A Certificate of Insurance and endorsement**, naming the City of Burlington as an **additional insured**, must be submitted with the completed application form. This insurance shall cover the specific date(s) and the facilities to be used. **(No later than 20 days prior to the event)**
  - USERS can obtain coverage through their existing insurance (with a rider, if necessary), and only need to give the City of Burlington proof of this Coverage. In these cases, it is important the City of Burlington be named as an **“Additional Insured”**. A copy of the “Additional Insured” endorsement along with the *Certificate of Insurance* must be provided to the City of Burlington.
  - **IF YOU DO NOT HAVE INSURANCE**, you can purchase insurance at a discounted rate through the TULIP Program (Tenant Users Liability Insurance Policy) offered through the City's Joint Insurance Fund and Gather Guard. On the internet, go to: <https://gatherguard.com/>
  - Follow the instructions on the website to obtain a quote. Enter the address for the location you are requesting to use or enter the Venue Code provided by the City.
  - Gather Guard 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.
2. USER shall furnish Commercial General Liability insurance providing coverage for CITY OF BURLINGTON for all activities of USER conducted on CITY OF BURLINGTON property.
  - The liability insurance shall provide coverage for no less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage. Amount of Liability coverage required: \$1,000,000.00 combined single limit.
  - The Description of Operations section of the certificate must include the following additional insured wording: **“The City of Burlington, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington are named additional insured on the General Liability policy”**. A copy of the additional insured endorsement shall be provided with the certificate of insurance.
3. If proper insurance is not provided, permission to use the Facilities/Grounds will be denied.

**Indemnification:** USER shall indemnify, hold harmless and defend the CITY OF BURLINGTON, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the CITY OF BURLINGTON, 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 CITY OF BURLINGTON, 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 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.

**E. Hold Harmless:** USER shall execute the attached Hold Harmless Agreement for Use of City Facilities.

**F. 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) which can be reviewed at:

[https://www.nj.gov/dcf/reporting/links/#:~:text=9%3A6%2D8.21\).&text=Any%20person%20having%20reasonable%20cause,CP%26P\)%20by%20telephone%20or%20otherwise.](https://www.nj.gov/dcf/reporting/links/#:~:text=9%3A6%2D8.21).&text=Any%20person%20having%20reasonable%20cause,CP%26P)%20by%20telephone%20or%20otherwise.)

And

[http://www.burlingtonnj.us/departments/public\\_affairs/docs/Protection%20of%20Children%20Policy%20Update%2012-08-2020.pdf](http://www.burlingtonnj.us/departments/public_affairs/docs/Protection%20of%20Children%20Policy%20Update%2012-08-2020.pdf)

**INITIAL HERE:** \_\_\_\_\_