

CITY OF BURLINGTON

525 High Street, Burlington, NJ 08016

To the fullest extent permitted by law, _____
USER

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Burlington its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Burlington, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with:

Name of Individual/Organization: _____

Name of City Facility/Equipment: _____

Date(s) of Event: _____

For the following purpose and no other (Name/Description of Events/Activities/Equipment Usage):

I further certify that I have reviewed and will adhere to Governor Murphy's Executive Orders, the CDC guidelines, and the NJ Department of Health guidelines for COVID-19 in all respects while using the municipal facilities and I hold the City of Burlington, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Burlington from liability for any and all claims related to COVID-19 which may be asserted as a result of use of City facilities or equipment.

Under no circumstances shall the individual or organization named herein allow another individual or organization to utilize said facility or equipment without the expressed written consent and approval of the City of Burlington.

CITY OF BURLINGTON

By: _____
For the Individual/Group/Organization

By: _____

Signature (Print Name and Title)

(Print Name and Title)

Dated: _____

Dated: _____

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 CITY OF BURLINGTON:

USER shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the USER's operation and use of the FACILITY(IES). The cost of such insurance shall be borne by the USER. 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.

1. Coverage to be primary and non-contributory.
2. City of Burlington shall be named as an "Additional Insured".
3. 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.**
 - a) Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the Municipality, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given.
 - b) Certificate must show evidence that the General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy, if applicable.

If the USER has no existing policy, a one- , two- , or three-day policy must be purchased from any insurance agent.

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 coverages must be licensed by the State of New Jersey and acceptable to the CITY OF BURLINGTON. The USER shall take no action to cancel or materially change any of the insurance required under this agreement without the City'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.

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.