



# BOROUGH OF FRANKLIN

46 Main Street  
Franklin, NJ 07416  
www.franklinborough.org

John M. Sowden IV, Mayor  
Neil Spidaletto, Administrator  
Colleen L. Little, Municipal Clerk  
Phone: 973-827-9280  
Fax: 973-827-9279

## APPLICATION FOR USE OF MUNICIPAL BUILDING OR PROPERTY

Complete this form and return to: Borough Clerk, Franklin Borough Municipal Building, 46 Main Street, Franklin, N.J. 07416

This form should be submitted with:

- A. Proof of corporate status;
- B. Information about Franklin residents being part of the group;
- C. Certificate of Insurance as follows;

In order for any group to use, visit or participate in activities on Borough of Franklin Property, a Certificate of Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) in the naming **The Borough of Franklin** as an additional insured must be provided prior to the issuance of any permit to use a facility as follows:

“The Borough of Franklin, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees are named as an additional insured, on a primary and non-contributory basis, regarding the use of Municipal Property or Facilities”.

D. The release and hold harmless agreement attached; and

E. The information requested below:

1.) Purpose of Request: \_\_\_\_\_ Meeting(s) \_\_\_\_\_ Private Party \_\_\_\_\_ Other:

Explain: \_\_\_\_\_

2.) Building or Property Requested: \_\_\_\_\_ Municipal Building \_\_\_\_\_ Senior Center

3.) Date(s)/Time(s) Requested:

Date(s): \_\_\_\_\_

Times(s): \_\_\_\_\_

4.) The maximum number of people estimated to attend is: \_\_\_\_\_

(Please note there is a maximum capability for the Senior Center with tables and chairs is 90.)

### **Fees are as follows (per Chapter 119 of the Municipal Code Book)**

Activity room:

Daily Rate:

Per hour \$10

Flat rate for 8 hours \$75

Month Rate:

Per hour \$4

Flat rate per month \$600

**RELEASE, HOLD HARMLESS, AND INEMNIFICATION AGREEMENT**

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<b>Name of Group/Association</b>	<b>Date(s) of Visit(s)</b>
The undersigned _____ m as an authorized representative of _____ ("Entity")	
<small>Print Name</small>	<small>Name of Group/Association</small>

in consideration for being permitted to utilize the facilities and/or participate in activities on Borough of Franklin Property on the date(s) above, **HEREBY RELEASES AND WAIVES, INDIVIDUALLY AND ON BEHALF OF THE ENTITY, ALL CLAIMS THAT EITHER HAS OR MAY HAVE** against Borough, its agents, officers, employees and volunteers, in the event of PROPERTY DAMAGE, **BODILY INJURY OR DEATH** arising directly or indirectly in connection with the Entity's use of Borough Property of Facilities. The undersigned **FURTHER AGREES, INDIVIDUALLY AND ON BEHALF OF THE ENTITY, TO HOLD THE BOROUGH, ITS AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS HARMLESS FOR ANY SUCH INJURY OR ACCIDENT AND TO DEFEND AND INDEMNIFY THE BOROUGH, ITS AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS FOR ALL COSTS RELATING TO ANY CLAIMS OR LAWSUITS, INCLUDING REASONABLE ATTORNEY FEES**

**ACKNOWLEDGEMENT OF WAIVER OF IMPORTANT LEGAL RIGHTS:** I have read the foregoing and understand that by signing below, I am waiving important legal rights on behalf of myself and the above-named Entity which I am authorized to represent.

**I CERTIFY THAT I HAVE READ THE FOREGOING AND ANY REPRESENTATION MADE HEREIN IS TRUE, COMPLETE, AND NOT THE RESULT OF COERSION.**

	<b>Name of Representative (Print):</b> _____
	<b>Representative's Position/Title:</b> _____
<b>Date:</b> _____	<b>Representative's Signature:</b> _____

## REQUIREMENTS

1. The applicant agrees to assume responsibility for setting up of any seating arrangement other than those that presently exist, and if changes, to restore seating to the original arrangements.
2. The applicant agrees to reasonably clean the premises after usage, leaving rooms or area in the same state of cleanliness that existed prior to usage.
3. The applicant agrees to pay for, or to assume financial responsibility for any damages to the Borough of Franklin premises utilized during the period of usage by the organization the applicant represents (excluding indemnification for damages caused by Borough's negligence.)
4. The applicant agrees that no alcoholic beverages or controlled dangerous substances of any kind will be served or consumed during the period of usage.
5. The applicant agrees that food or non-alcoholic beverages may only be consumed in area designated by the Borough of Franklin Custodian.
6. The applicant agrees that this permission may be canceled by the Borough of Franklin prior to the time of the approved use if the premises are needed for an emergency use by another Municipal Body (Municipal Court, Police, Governing Body, etc.)
7. The premises are not to be used to gain profit nor will fees of admission be charged, nor will unauthorized raffles be held.

Note: Political subdivisions (does not include Political parties) and borough sponsored organizations established by Ordinance or Resolution are exempt from submission of application(s).

Approved: \_\_\_\_\_

Borough Clerk

Date of Approval: \_\_\_\_\_