

**FRANKLIN TOWNSHIP**  
**FACILITY USE AGREEMENT**

<b>Date of Agreement</b>	<b>User of Facility</b>	
<b>Name of Township Facility</b> <input type="radio"/> Community Center <input type="radio"/> Township Park <input type="radio"/> Meeting Room	<b>Dates and Times of Activity</b> Date: _____ Time: _____ Date: _____ Time: _____ Date: _____ Time: _____ Date: _____ Time: _____	<b>Activity</b>
<b>Damage Deposit: \$100.00</b> <b>Insurance Certificate: _____</b>	<b>Group Classification</b> <input type="radio"/> I Department of Municipal government <input type="radio"/> II School, Community Non Profit, Emergency Groups, Other Government Agencies <input type="radio"/> III Religious and Political Organizations <input type="radio"/> IV Profit Organizations (More than 4 employees) <input type="radio"/> V Individuals <input type="radio"/> VI Athletic Organization	<b>FEE</b> Registration: _____ Usage _____ Total Fee _____

**FACILITY USE AGREEMENT**

This agreement is made and entered into the date listed above by and between the owners of said facilities (hereinafter referred to as the Township) and User of Township Facility listed above. The Facility will be used for the purpose of the activity listed above.

1. Subject to the terms and conditions hereof the User grants to and accepts from the Township the right and privilege to use the herein described facilities listed above.
2. The terms of this agreement shall be for the dates and times listed above only in accordance with township scheduling policy governing the facility:
3. The User's use of the premises is subject to the payment of a fee listed above and accordance to the Township Fee Policy..
4. User has inspected the premises and accepts the existing conditions and the Township need not make any alterations or improvement thereto.

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5. The premises shall be used for the purpose stated above and will follow the polices of the facility; no other use will be permitted.
6. The sale, possession or use of liquor, beer, firearms, illegal drugs, tobacco products, pets or other alcoholic beverages on the premises is expressly forbidden. Smoking is not permitted on or near the premises.
7. The User, at its expense, shall leave the premises clean and free of all trash and litter and all fixtures, if any, in good working condition. No alterations or additions shall be made to the premises.
8. Persons engaged by the User to provide labor and service shall not be deemed or considered employees, agents or independent contractors of the Township. The User is responsible for collecting certificates of insurance from all subcontracted services if they come on the premises.
9. The User shall maintain and be responsible for the premises but only during the times previously specified when it will be occupying the premises. The User shall abide by all posted rules regarding the use of the facility.
10. The User shall ensure that the premises and all participants are adequately supervised at all times.
11. The User shall be responsible for the medical care and emergency transportation of all participants.
12. Throughout the term of this agreement, the User shall maintain insurance for bodily injury, death, or property damage occasioned by the reason of the User's use of the premises for the activity, which it is sponsoring with minimum limits of liability in the amount of \$1,000,000 per occurrence. The Township of Franklin shall be an additional insured on this policy but only with respect to claims or losses against it resulting from the negligence of the licensee. A certificate evidencing such insurance shall be furnished the Township before the User's activity can begin.
13. The User shall hold the Township, its agents, officers, employees, and board members harmless from and shall defend and indemnify them from and against all liability for injuries to or death of persons or damage to property arising from the activities of the User. User agrees to indemnify the Township from any and all costs, including legal fees incurred as a result of any and all claims against the Township made by User or User=s guests, agents, contractors, employees or assigns or participants or their representatives, in relation to the subject matter of this agreement.
14. The User's insurance company must waive its right of subrogation against the Township should a claim arise.
15. Upon breach of this agreement for any reason, the Township shall have full authority to retake possession of the premises.
16. The User made not assign any right, privilege or license conferred by this agreement.
17. The failure of the Township to insist in any one or more instances upon performance of any of the provisions of this agreement or to pursue its right hereunder shall not be construed a waiver of any such provisions or the relinquishment of any such right.
18. This agreement may not be modified except by a written agreement signed by both parties.
19. This agreement shall be governed by the law of the State of New Jersey.
20. The person signing this agreement on behalf of the User is fully empowered by appropriate action. If necessary, to execute this agreement on its behalf.
21. Access Keys or Cards must be returned within 1 week of the event.

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In witness whereof the parties have executed this agreement at  
Franklin Township Municipal Building, Warren County New Jersey on \_\_\_\_\_ (month, day, year)

User: \_\_\_\_\_ Township: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Work Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_