

The Township of Mullica

Application for Special Events

CHECKLIST

- The Special Events Application must be completed and submitted to the Township Clerk at least 30 days prior to the event.
- If the applicant is not the property owner, a written authorization from the property owner where the event will take place, specifically naming responsible parties and dates of the event, must be provided to the Township Clerk at the time the application is submitted.
- A scaled drawing of area noting square footage of space being utilized, all temporary structures, parking, etc. must be submitted with your application.
- An Insurance Certificate to be endorsed on the Certificate and must read “Additional Insured – The Township of Mullica, its elected officials, officers, agents, servants, and employees.”
- If permission is being sought to close a county road in Mullica Township, an approval by the Atlantic County Board of County Commissioners is required in addition to municipal approval. Detailed information can be obtained from the Commissioner’s office at 609-645-5900. The Atlantic County approval must be submitted with this application.
- An indemnification & Hold Harmless Agreement (form attached) must be completed and returned fully executed by the applicant.
- If alcoholic beverages will be served, the applicable liquor license, liquor liability policy of insurance, and Division of Alcoholic Beverage Control approval to serve alcohol at the designated location are required to be provided to the Township in conjunction with this application. In the event the applicant is not in possession of this information, the same shall be provided no less than 30 days prior to event. In the event the applicable liquor license is not provided simultaneously with the application, the Township reserves the right to impose additional safety protocols at the recommendation of the Chief of Police. The Applicant shall disclose at the time of the application that alcoholic beverages will be served, and the requested information is enclosed or will be provided.
- A non-refundable application fee of \$100 shall be required with all applications except in cases wherein the organized group or individual is recognized as a public charity by the State of New Jersey or the IRS, and the applicant submits a determination letter, or the special event is for political discourse, debate or other protected First Amendment activities.

Additional Information

- The Township reserves the right to impose any conditions which may be warranted due to the nature of the event.
- If food will be served or sold at the event, the applicant must verify food handling, preparation and distribution complies with the Atlantic County Division of Public Health, 201 S. Shore Road, Northfield, NJ 08225 (609)645-5971, ext. 4367. Inspections may be needed.
- The organization sponsoring the event will be responsible for seeing that the areas which are used are cleared of any trash, debris, etc.
- Applicant is required to coordinate with the Chief of Police, for the purposes of public safety and welfare. The Chief of Police may require and order the temporary closing of streets and/or the temporary prohibition of parking along such streets during the event and shall direct the posting of property warning signs in connection with said event, as provided by law.

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INSTRUCTIONS: This form must be completed and submitted to the Municipal Clerk's Office at least thirty (30) days prior to the proposed Special Event. Evidence of the required insurance coverage must be submitted ten (10) days prior to the event.

APPLICANT: _____

ADDRESS: _____

PERSON RESPONSIBLE:

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

NAME AND LOCATION OF EVENT: _____

FOR THE FOLLOWING PURPOSE: _____

DATE OF EVENT: _____

HOURS OF THE EVENT: FROM: _____ TO _____

ESTIMATE NUMBER OF PEOPLE TO ATTEND: _____

WILL ALCOHOLIC BEVERAGES BE SERVED? YES NO

IF YES, WHO WILL BE SERVING THE ALCOHOL? _____

*In the event the applicant is not in possession of this information at the time of the application, the same shall be provided no less than 30 days prior to event. The Applicant shall disclose at the time of the application that alcoholic beverages will be served, and the requested information (please check one): *is enclosed* *will be provided*

NAME OF PROPERTY OWNER _____

PHONE NUMBER OF PROPERTY OWNER _____ EMAIL _____

*Applicant has received a copy of the Indemnification & Hold Harmless Agreement and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: _____ DATE: _____

signature

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INDEMNIFICATION & HOLD HARMLESS AGREEMENT

This Agreement made this _____ day of _____, 20___, by

Name of person or Organization (hereinafter "Organization/Individual")

Address, City, State, Zip

Whereas Organization/Individual has applied for a Special Events Permit as follows:

Date & Time of Event _____
Location of Event _____
Purpose of Event _____

Whereas a condition of said special events permit requires that Organization/Individual provide the Township of Mullica with an Indemnification Agreement by which Organization/Individual is to defend, indemnify, and hold harmless the Township of Mullica for any claims, costs or liability which may arise as a result of the scheduled event or to be made by the Organization/Individual as well as any Township vehicle, for whatever purpose, including, but not limited to motor vehicle code enforcement by the police department, plus other such necessary services including employees, officers or agents during said events:

Now, therefore, in consideration of the covenants of the term contained herein, Organization/Individual does hereby agree as follows:

1. The Organization/Individual contemplates the above-referenced event;
2. The Organization/Individual as pertaining to Township use and operations during the event herein set forth expressly agrees to defend, indemnify and hold harmless the Township of Mullica, including its elected officials, its agents, employees, professionals and volunteers and other working on behalf of the Township of Mullica, to the fullest extent permitted by law from and against any and all claims, losses, damage, injury, demands, causes of action/or lawsuits and liability however caused, resulting and arising out of or in any way connected or related to scheduled event by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof. The Organization/Individual further agrees to include the Township as a named insured on its liability insurance coverage (**see below fee schedule**) for the purposes set forth herein, and to provide a Certificate of Insurance or Certified Copy of the insurance declaration sheet.

- Individuals:** Evidence of personal liability insurance is in force in the amount of not less than \$100,000.00. This will normally take the form of a "Homeowner's, Condo, or Tenants policy where the personal liability coverage is included along with other coverages for an individual.
- Non-Profit/Charitable Groups:** Evidence of general liability insurance in force in the amount of not less than \$300,000.00. A certificate naming the Township of Mullica as an "Additional Insured" is required. Additional Insured clause must read as follows: The Township of Mullica, including all elected and appointed officials, all employees and volunteers, all boards and their board members, employees, and volunteers.
- Commercial ("For Profit") Groups:** Evidence of general liability including products & completed operations insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage on one million (\$1,000,000.00) dollars with a minimum annual aggregate of two million (\$2,000,000.00) dollars. A certificate of insurance naming the Township of Mullica as an "Additional Insured" is required. Additional Insured clause must read as follows: The Township of Mullica, including all elected and appointed officials, all employees and volunteers, all boards, and their board members, employees, and volunteers.

3. This agreement shall insure to and be binding upon the heirs, the devisees, legatees, executors, administrators, successors and assigns of the parties hereto.
4. The preambles of the Agreement are incorporated herein as though set forth at length.

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5. In the event of ensuing litigation wherein the Township of Mullica is named party, including any of the Township's agencies, boards, agents, servants, professionals, and employees, or otherwise, the Organization/Individual shall further cause to defend, indemnify and hold harmless the Township of Mullica including any of the Township's agencies, boards, agents, servants, professionals, and employees, or otherwise, from any and all costs of litigation, including attorney's fees or other related costs incident to such litigation.

Organization/Individual (Print)

Organization/Individual (signature)

FOR TOWNSHIP USE ONLY

Application # _____

Approval Date: _____ **Township Clerk Signature** _____

Denial Date: _____

Certificate of Insurance Received Date: _____

Deposit Amount Required: _____ **Deposit Received Date:** _____

Zoning Officer Review Date: _____ **Signature:** _____

Comments/Recommendations: _____

Superintendent of Public Works Review Date: _____ **Signature:** _____

Comments/Recommendations: _____

Police Department Approval Date: _____ **Police Detail Required: Yes** _____ **No** _____

Chief of Police Signature: _____

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If applicable, please include the following information with your application:

- a) Proposed location, including a plan adequately identifying electrical service, water service if applicable, parking, tents, structures, and other areas to be used, including location of barricades and traffic control devices, lighting, and if proposed, any perimeter or security fencing and gate/access design and locations;
- b) If the Special Event takes place to any extent during hours of darkness, a lighting plan designed to provide sufficient illumination for this special event and not inappropriately extend beyond the site;
- c) Estimated numbers of event staff, participants, and spectators;
- d) Fencing or other method to control the number of participants and to ensure that the permitted maximum number of participants is not exceeded;
- e) Environmental and health plans, including provisions for emergency medical availability and access, freshwater supplies, solid waste containers, collection and disposal of solid waste and availability of toilet facilities or the provision for portable toilet facilities;
- f) With respect to Mass Assembly Events, the availability of on-site emergency medical care may be required;
- g) Names, addresses and contact information for any food or other vendors, who must be appropriately licensed;
- h) If the serving of alcohol is proposed, a copy of the applicable liquor license and approval to serve alcohol at the designated location;
- i) Electrical, plumbing, and other permits, if required;
- j) Fire prevention plan;
- k) Severe weather plan;
- l) Security plan, including security personnel and, if necessary, plan for Police Department assistance;
- m) Detailed plans for use of amplified sound equipment, including the number, location and power of amplifiers and speakers;
- n) Included must be details of measure to be taken to make sure that the sound of the special event will not carry unreasonably beyond the boundaries of this special event.