



ALLISON SAABYE, RMC
DEPUTY CITY CLERK

CIVIC CENTER APPLICATION

City of Hackensack

65 Central Avenue
P.O. Box 608
HACKENSACK, N.J. 07602-0608
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CITY COUNCIL

CASEEN GAINES, MAYOR
AGATHA TOOMEY, DEPUTY MAYOR
ROBERTO DIAZ
PHILIP CARROLL
SONYA CLARK-COLLINS

Civic Center Application

Application for use of the Civic Center shall be filled out completely and accurately along with any supplemental documentation requested. Once completed, please return form to the Hackensack City Clerk's Office. Form may be emailed to Allison Saabye, Deputy City Clerk, at asaabye@hackensack.org

Applicant Information

Date of Application: _____

Name of Organization: _____

Address of Organization:

Is your organization a non-profit 501c3? Y / N

Contact Person Name: _____

Contact Person Phone Number: _____

Contact Person Email Address: _____

****ALL DATES AND TIMES ARE SUBJECT TO AVAILABILITY OF THE CIVIC CENTER ****

Reservation Date(s):

Reservation Time(s):

If you are requesting multiple dates and times, please limit them to a period of 6 months. Civic Center will only be booked in 6 months blocks. It is the responsibility of the applicant to re-new the application on time. If any changes are made within that time frame to dates and times, additions or deletions of events or classes, the Clerk's Office must be notified in writing of these changes.

How many people are you expecting? _____

- Maximum Occupancy is 280 people if standing, 200 people with chairs and 166 people with tables and chairs. Be advised, parking is very limited.

Please provide details of the event you are planning to hold:

Proof of Insurance

Proof of Insurance must be a \$1 million dollar policy naming the City of Hackensack additionally insured.
Please attach a copy of insurance documentation.

Insurance Company:

Telephone Number: _____

Policy Number: _____

Monetary Coverage: _____

Accommodations Needed – Please advise how many will be needed

Tables : _____

Chairs: _____

Kitchen _____

*Health Department authorization may be needed for use of kitchen

Parking _____

Rules and Regulations

- The fee to use the Civic Center is \$35 made payable to the City Clerk. This fee may be waived for Hackensack based organizations and/or non-profit organizations. Priority will be given to City business and functions, ICAL educational programs, Hackensack based organizations and non-profit organizations.
- Additional fee for janitorial services is \$40 per hour. Janitor services are mandatory if food and drinks will be served.
- **ALCOHOLIC BEVERAGES ARE PROHIBITED.**
- The Civic Center is **NOT** to be used for parties or events of that sort.
- No City property, including, other locations, supplies, equipment or tools, are to be used or assumed to be available unless given prior written consent.
- The Health Department needs to be notified if food is going to be sold.
- Parking is available in the two rows closest to the Civic Center and across the street in the Employee Parking lot during hours in which City Hall is closed for business. No one shall park in a Police Department's spaces.
- The Civic Center must be left in the same orderly condition as it was upon arrival. All damages and clean up fees will be billed to the event host in the event the premise is not found in satisfactory condition.
- Violation of the rules and regulations will result in the rejection of future applications and cancellation of any in effect.
- In the event the City needs usage of the Civic Center, outside events are subject to be cancelled. The City reserves the right to make changes in as little as 24 hour notice.
- The City of Hackensack reserves the right to review each application and accept or deny usage of the Civic Center based upon this application form.

Agreement to Terms

The organization, by signing this application, agrees to the terms set form above and assumes full responsibility for any damages to the property and to pay for any damages incurred.

Date: _____

Name (Print):

Signature:

Title:

FOR OFFICE USE ONLY

Approval

Granted/Denied: _____

Reason:

City Clerk's Signature:

Date: _____

Applicable Fees: _____

Date Paid: _____

Hold Harmless Agreement Received: Y / N

City Manager Approval (if needed): _____

D.P.W. Notified (if needed): _____

Police Notified (if needed): _____

Comments:

**City of Hackensack
65 Central Ave.
Hackensack, NJ 07601**

HOLD HARMLESS AND USE AGREEMENT

For and in consideration of the mutual promises and covenants contained herein, the parties as follows:

1. USE OF CITY PROPERTY. The City of Hackensack hereby grants permission to _____ to use the _____ from the hours of _____ to _____.
2. HOLD HARMLESS. _____ agree(s) to fully defend, indemnify, and hold harmless the City of Hackensack from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, arising out of, in any way whatsoever any acts, omissions, negligence, or willful misconduct on the part of _____, its agents, employees or contractors. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses and any reimbursements to City of Hackensack for all legal fees, expenses, and costs incurred by it. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the City of Hackensack or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the conduct of _____, its agents, employees, or contractors.

3. Insurance. _____ represent(s) that a Certificate of Insurance with proper endorsements has been submitted herewith this Agreement evidencing coverage as required in Exhibit “A” for any claims arising out of the use of City property.
4. Amendments/Modifications. No amendments shall be binding unless executed in writing and signed by both Parties.
5. Waiver. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto. No waiver of default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.
6. Attorneys’ Fees and Costs. _____ agree(s) they shall reimburse the City of Hackensack for all reasonable attorney’s fees incurred by the City of Hackensack to enforce the terms of this Hold Harmless and Use Agreement or to defend the City of Hackensack against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by me/us at the City of Hackensack’s sole cost and expense pursuant to this Hold Harmless and Use Agreement.
7. Severability. If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
8. Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers and their corporate seals to be affixed the day and year first above written.

CITY OF HACKENSACK IN

THE COUNTY OF BERGEN

City Manager or Designee (Print)

City Manager or Designee (Signature)

Applicant (Print Name)

Applicant (Signature)

EXHIBIT “A”

INSURANCE REQUIREMENTS

The applicant shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best’s rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Prior to the use of any City-owned facility, the applicant will provide a Certificate of Insurance, subject to the approval of the City Attorney, evidencing the following coverage:

Worker’s Compensation & Employers Liability

Worker’s Compensation as required by statute.

Employers Liability with limits of: \$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 - Each Employee

Sole proprietors, partners of a partnership, members of a limited liability company must elect worker’s compensation and employer’s coverage.

Business Automobile Policy

Insurance Service Form (ISO) – Form CA 0001 Edition 03 06

Liability Limit: \$1,000,000 - Symbol 1 “Any Auto”

Commercial General Liability

Occurrence Form - Insurance Services Offices – (ISO) Form CG0001 (Ed. 4/2013; 12/07; 12/04; 10/01)

Limits: \$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate

Endorsements

The following endorsements are to be attached and made a part of the Certificate of Insurance:

- Additional Insured-Owners, Lessees or Contractors (CG2010 Ed 04 13)
City of Hackensack, its elected officials, officers, directors and employees.
- Primary and Noncontributory – Other Insurance Condition (CG20 01 04 13)
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) –
Applies to: City of Hackensack its elected officials, officers, directors and employees
- Waiver of Governmental Immunity form CG14 04 13
- Earlier Notice of Cancellation Provided to Us (CG0224) – Number of Days’ Notice: 30
Days except 10 days for non-payment of premium. Endorsement specifically applying to
City of Hackensack.