



HOLD HARMLESS AGREEMENT

Between the Old Tappan Board of Education and

Organization Name

Address (not a Post Office Box)

Organization Type
(Individual, Partnership, Non-Profit Corporation, Public Entity)

Telephone Number

E-Mail Address

In consideration of the use of _____ on the following date(s): _____ for the purpose of _____, the undersigned agrees to indemnify and hold the Old Tappan Board of Education, its officers, agents, and employees harmless from any and all liabilities, claims, costs, and attorney's fees arising out of the use of the property referred to above.

I understand that this Hold Harmless Agreement also requires that the Old Tappan Board of Education is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor or other person attending the event herein referred to.

Unless waived in writing by the Old Tappan Board of Education, I agree to furnish a Certificate of Insurance specifically naming the Old Tappan Board of Education as an additional insured providing general liability, bodily injury, and property damage coverage with minimum limits of liability not less than \$1,000,000 combined single limit. Said certificate shall state that "the issuing company shall mail 30 days written notice to the certificate holder named, certified mail return receipt". It shall also contain a statement acknowledging this Hold Harmless Agreement. No exceptions or limitations will be accepted.

Additionally, Licensee acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers, and invitees comply with and follow the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the State of New Jersey prior to and during the use of the facility. Licensee agrees to immediately notify the Licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present in the facility have tested positive for COVID-19, or any other epidemic, and further agrees to indemnify and hold harmless the Licensor, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any alleged exposure or infection of COVID-19 or any other epidemic as a result of any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees as it relates to Licensee's use of the facility.

In order to induce the Old Tappan Board of Education to accept this *Hold Harmless Agreement*, the following information concerning the intended use of the premises is furnished:

- a. Alcoholic beverages shall not be served.
- b. Live entertainment (will) or (will not) be provided
- c. Total number of persons anticipated is _____.
- d. Other _____.

Signed this _____ day of _____ 20__ as the binding act and deed of:

Name of Individual/Organization

Authorized Signature

Witness

Note: The Certificate of Insurance shall be in original form. No photocopies or fax copies shall be accepted. It shall be signed in ink by the authorized person.