

# BARNEGAT TOWNSHIP RECREATION

900 WEST BAY AVENUE BARNEGAT, NJ 08005

609-698-0080 EXT. 122, (FAX) 609-698-1302

Email: jbbroadbent@barnegat.net

## 2024 Holiday Farmer's & Pop-Up Craft Market Application



**December 7, 2024 12-6pm**

**Fee: \$30 per space**

**Location: Fred Watts Gazebo Park 352 N Main St Barnegat, NJ (Corner of Rte 9 & E Bay Ave)**

**Holiday music / Santa / Carolers / Township Tree Lighting at 6pm**

**NO REFUNDS – In the event that the organizer cancels the event due to weather your payment will be credited to 2025**  
**PLEASE PRINT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

NJ Sales Tax ID#: \_\_\_\_\_ ( Please enclose a copy of your sales tax certificate)

Business Name: \_\_\_\_\_

Items to be sold: (Be Specific ) \_\_\_\_\_

Return the Following:

- Registration Form
- Certificate of Insurance (farmers & Food Vendors - Crafters the completed Hold Harmless Agreement
- Enclosed Vendor Hold Harmless / Insurance Agreement

I agree to be opened during all hours of the event, not to sell prior to 12pm and to remain open for business until 6pm. I will not break down early. I will offer for sale only the items listed above. I will keep my area neat and clean during the event and make sure it is clean when I leave. I understand that all decisions made by the Township of Barnegat and its officials are final. There are no refunds and failure to abide by the rules could terminate my relationship with the Township and any future involvement in events it has planned. Checks returned for insufficient funds will pay an additional \$35 bank Charge to the Township.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail check or Money Order made out to:  
Barnegat Township - 900 W. Bay Ave Barnegat, NJ 08005

CHECK # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_ VENDOR # \_\_\_\_\_



# BARNEGAT TOWNSHIP

## **INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

This **INDEMNIFICATION & HOLD HARMLESS AGREEMENT** ("Agreement") is executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between \_\_\_\_\_ [individual or entity licensee's name], with an address of \_\_\_\_\_ [licensee's street address] ("Licensee") and the Township of Barnegat with an address of :

900 West Bay Ave, Barnegat, New Jersey 08005 ("Licensor" or the "Township" and collectively the "Parties").

**WHEREAS**, Licensee is holding an event entitled Holiday Pop Up Farm and Craft Market occurring at : Fred Watts Gazebo Park on 12-7-24 [event date(s)] from: 12pm to 6pm ; and

**WHEREAS**, the Township is the owner of certain real property where the Event will occur: Fred Watts Gazebo Park (the "Property"); and

**WHEREAS**, the Township has agreed to let Licensee use the Property for the Event subject to the execution of this Hold Harmless Agreement and the conditions set forth herein; and

**NOW, THEREFORE**, be resolved as a result in an exchange of consideration the receipt whereof is hereby acknowledged by each party, and in consideration of the mutual

covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto hereby agree as follows:

1. The Township licenses use of the Property to Licensee solely for use at the Event on the Event Date for the following purpose(s) \_\_\_\_\_  
\_\_\_\_\_ [insert intended uses(s)/purpose(s) during Event].

2. Licensee shall provide its own equipment and be responsible for the setting up and breaking down of said equipment. Licensee is permitted to utilize the following Township equipment: \_\_\_\_\_ [insert equipment list or attach as exhibit].

3. Licensee shall not otherwise attempt to or actually use, set up, breakdown, or transport, assign or sublet any Township-provided equipment except as permitted by this Agreement, without, in each case, the prior written consent of the Township, which consent may be given or withheld in the Township's sole discretion.

4. Licensee agrees to assume the risk for any damages to the Property during the Event.

5. Licensee agrees to procure General Liability Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Licensee further agrees to name the Township as the beneficiary of this insurance and provide a copy of the Certificate of Insurance for General Liability at least one week prior to the Event.

6. The fee for this Agreement will be \$\_\_\_\_\_, payable by Licensee to the Township.

7. The term of this Agreement will commence with the date of this Agreement. Prior to the Event, the Agreement shall be subject only be subject to termination upon 30 days written notice by either Party. The Agreement shall otherwise automatically terminate

following the Event, unless the Licensee rented or received equipment from the Township, in which case the Agreement shall termination upon the Township confirming, by way of inspection, that any Township-owned or controlled equipment rented, loaned or otherwise provided to Licensee was returned in a satisfactory condition.

8. Licensee hereby indemnifies the Township from all actions, including but not limited to claims and legal actions, by any person or entity whatsoever arising from Licensee's use of the Property as described herein.

9. Licensee hereby releases, holds harmless, remises, acquits, satisfies, and forever discharges the Township from all actions suits, debts, obligations, endorsements, causes of action, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims, and demands whatsoever, in law or in equity which arise now or in the future, as the result of the actions of Licensee, its agents, representatives, contractors, employees, etc., actions with respect to Licensee's use of the Property as describe herein.

10. In the event of any litigation between Licensee and the Township to enforce any provision of this Agreement or any right to either party, the Licensee must pay on demand all of the Township's costs, charges, and expenses, including reasonable fees of counsel, agents and other retained by the Township, incurred in enforcing Licensee's obligations under this Agreement or incurred by the Township in any litigation, negotiation or transaction in which Licensee cause the Township, without the Township's fault, to become involved.

11. The covenants and conditions contained in this Agreement will apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "Licensor(s)" and "Licensee(s)" include the successors and assigns of either party, whether immediate or remote.

12. The validity, enforcement and interpretation of this Agreement shall be governed by the laws of the State of New Jersey and venued in Ocean County.

13. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date above-first written.

TOWNSHIP OF BARNEGAT  
Licensor

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Township Official Print

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Township Official Signature

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Licensee Print

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Licensee Signature