



**Atlantic Highlands Farmers' Market
June 2 to October 6, 2018
Every Friday – 11:00 AM to 5:00 PM**

Business Name: _____

Contact Name: _____

Business Phone: _____ Cell Phone: _____

Address: _____

Email: _____

Description of Product: _____

Please read below – sign and return to the Chamber

- Market opens at 11:00 AM and ends at 5:00 PM. Market is open, rain or shine, unless the weather is too extreme. A decision will be made to cancel the Market by 8:00AM if not earlier.
- Please plan to stay until 5:00 PM unless the Chamber closes the Market early due to inclement weather.
- In order for the Market to be successful, we request that you remain committed for the entire season.
- \$25 will be collected each week for the **FOLLOWING WEEK'S MARKET**. If you miss a week, you are still responsible for payment of the missed week. If you are paying by check, please make the check payable to the "Atlantic Highlands Chamber of Commerce". In the event of inclement weather and the Market is canceled, your payment will be applied to the following week.

- If you are unloading from First Avenue or Highland Avenue, please unload quickly and then move your vehicle; there are eight (8) parking spots on East Mount Avenue that have been designated to the farmers/vendors. The handicapped spot must remain open. If you are not working directly out of your truck/car, your vehicle should be moved to the municipal parking lot, located by the Post Office diagonally across the street.
- Unfortunately, Veteran's Park cannot supply electricity for farmers/vendors.
- White tents are required.
- Park must be left free of litter.

Please sign and return this application along with a check for \$25. This \$25.00 check will be applied to the first day of the Market on June 2nd. The Chamber will collect for the following week.

You will also need to return:

- The Hold Harmless agreement form.
- A copy of the Certificate of Liability Insurance
- The Department of Health Document (where applicable)

I agree to the above conditions. I understand that all decisions made by the Atlantic Highlands Chamber of Commerce and/or the organizing committee are final. Failure to abide by the rules could terminate my relationship with the AH Chamber of Commerce and future involvement in any event that they organize.

Signature: _____ Date: _____

Mail to:
Atlantic Highlands Chamber of Commerce
PO Box 141
Atlantic Highlands, NJ 07716

All questions should be directed to 732-872-8711 (Chamber line) or Email to info@atlantichighlands.org

Please make a copy of this application for your records.

BOROUGH OF ATLANTIC HIGHLANDS
100 FIRST AVENUE
ATLANTIC HIGHLANDS, NJ 07716

APPLICATION FOR USE OF BOROUGH FACILITIES

The _____
Name of Organization

Address of Organization

Wishes to make application for the use of _____

On _____ From _____ To _____
Date Time

For the following purpose:

THE FOLLOWING QUESTIONS MUST BE ANSWERED

Nature of Organization _____

Special Requirements
(will alcohol be served) _____

By signing this application, we hereby agree to comply with the regulations listed on the next page:

Signed _____

Applicant
Print Name _____ Title _____

Address _____ Date _____

Phone No. _____

\$25.00 Fee payable in advance:\$ _____ Received by: _____

Special
requirements:(barricades) _____

**HOLD HARMLESS AGREEMENT
BETWEEN THE BOROUGH OF ATLANTIC HIGHLANDS, MONMOUTH
COUNTY, NEW JERSEY AND**

(applicant) _____

WITNESSETH:

In consideration of permission to use the public facility described below on the _____ day of _____, 20____, the applicant does hereby covenant and agree to save and hold the Borough of Atlantic Highlands, its agents, servants and employees harmless from any and all liabilities or costs arising from our use of the described premises by the applicant, the applicant's invitees, or other persons.

The facilities will be used for the following purpose and no other:

Number of persons expected to attend: _____

The applicant is: _____ Non-profit corporation
_____ Non-profit association
_____ An individual
_____ A profit making organization
_____ Other (describe) _____

If the applicant is an association or corporation the undersigned certifies that the execution of the Hold Harmless Agreement has been duly authorized.

The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Notwithstanding the foregoing, however, this Hold Harmless Agreement shall be applicable to any claim asserted against the Borough of Atlantic Highlands or any loss incurred arising out of the applicant's activity whether or not same extends beyond the permitted type or locale of activity or occurs on a different date than specified.

The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the Borough of Atlantic Highlands for any suit arising out of the applicant's use of the premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such defense, the applicant will reimburse the Borough of Atlantic Highlands for any costs incurred by it for any person or organization acting on its behalf.

The undersigned is authorized to execute this Hold Harmless Agreement as the binding act of the applicant.

Witness:

Applicant (person's name and title)

Date

Counter-signed

The applicant has furnished a true copy of the Certificate of Liability Insurance and is attached hereto.

CONDITIONS

USE OF BOROUGH FACILITIES

Use of Borough facilities will be processed and approved through the Special Events Committee and/or the Mayor and Council.

INDIVIDUALS OR ORGANIZATIONS SHALL AGREE AND COMPLY WITH THE FOLLOWING:

Applicant shall submit general liability insurance certificate covering bodily injury and property damage, minimum of \$500,000/1 million per loss liability. The Borough of Atlantic Highlands shall be named co-insured and the applicant shall also execute the Hold Harmless Agreement. (Note: Certificate of Insurance and Hold Harmless agreement shall be submitted in advance for review and approval).

All national and state laws, local ordinances, rules and directions of the police and fire marshal, the Mayor and Council governing public assemblies, must be observed.

The holder of a permit to use Borough facilities must provide sufficient fire and police protection, at the applicant's cost, when recommended by the Special Events Committee.

Any permit may be revoked at any time, and shall not be considered as a lease. Fees charged shall not be considered as rental charges, but will be limited to operating expenses with a reasonable allowance for heat, power, wear and tear, and personnel costs.

Borough officials shall have free access to the Borough facility and may revoke or limit the permit granted if such action appears in the public interest.

All fees shall be paid when application is submitted to the Special Events Committee Secretary. The application fee is non-refundable.

Any applicant having a Block Party should make all residence on the Block aware of the event as much in advance as possible.

The applicant assumes full responsibility for the Borough facility and shall provide adequate supervision for all participants.