Township of Denville Building and Facility Use Policy

For Use by Outside Organizations

The following procedures have been put into place by the Township in order use all public areas efficiently and safely. Violation of any rule, misuse of any area of a Township facility or use other than what was applied for and permitted will result in revocation of your group's ability to use any Township facilities in the future and/or forfeiture of any fee/deposit.

1. A Facility Use Form and Hold Harmless Agreement must be filled out and returned to the appropriate Township Department and least fifteen (15) business days prior to the event/meeting date. The date and time of use, requested area and contact person must be specified. The use of any facility is on a first come, first served basis, provided all documentation has been received and is in good order. The forms can be found on the Township website -www.denville.nj

2. Availability of any facility is subject to Township Department, Council, Boards, Committee, Commission and/or Association meetings, which have priority. Be advised, emergent Township business also takes priority over the use of any facility. The Township of Denville reserves the right to cancel the use without advance warning due to inclement weather or emergent circumstances. Information regarding the closing of the facilities can be found on the Township of Denville website – www.denville.nj. The public facilities are not available for use on holidays or the evening preceding a holiday. Granting permission to use any Township facility should not be construed as an endorsement of any individual or group.

3. The Township of Denville has the right to refuse any request if, in the opinion of the administration, it will disrupt Township business, the safety of Township employees and/or health, safety or well-being of the general public.

4. A certificate of Insurance must be received by the appropriate Township Department (see facility use form) at least fifteen (15) business days prior to using the Township facilities evidencing a $1,000,000.00 Liability Insurance Policy and declaring the Township of Denville as an additional insured. A copy of the actual endorsement adding the Township as an additional insured must be provided. NOTE: The scheduled event/meeting must fall within the policy term as stated on the Certificate of Insurance. A sample Certificate of Insurance can be found with the facility use form.

5. The completed facility use form, hold harmless agreement and certificate of insurance should be received by the Township no later than fifteen (15) business days prior to the event. The Township will then send notification either granting or denying permission no later than seven (7) business days prior to the event. Completed documentation does not guarantee the requested facility will be available. You are able to call the appropriate Township Department in advance to see if the facility is available.

6. Any outside vendors providing services to the event or meeting must also provide a Certificate of Insurance allowing for an off-premise event and naming the Township of Denville as an additional insured for the policy. Again, noting the terms of the policy should incorporate the event date.

7. The approved group is responsible for all set up and breakdown and for ensuring the facility is left in a clean and orderly state. Limited Township furnishings may be used with care taken to protect the floors, walls, tables and chairs. Use of furnishings or equipment from
other areas of the facility is strictly forbidden. Township furnishing should be returned to the original set-up before leaving the facility. The Township reserves the right to request a deposit to ensure the safekeeping and cleaning up of the premises.

8. No building or grounds will be used for unlawful purposes. All activities will be conducted in an orderly and non-abusive fashion.

9. Alcoholic beverages are not permitted at any Township premise, with the exception of those areas given express permission form the Mayor or Township Council, as applicable.

10. Please be advised that smoking is prohibited in any Township owned building and also at any Township park or recreation area located within the Township

11. Gambling, games of chance, raffles and lotteries as prohibited by law are not permitted, unless previously approved by the Township Council.

12. Recycling is **MANDATORY** and must be separated from the garbage.

13. Any facility use request is subject to review by the Township of Denville Administration for a determination as to whether security will be necessary. This determination may require your group or organization to pay for either police or custodial presence.

14. The Township of Denville assumes no responsibility for bodily injury or damage or loss to any personal property or equipment.

15. The appropriate Township of Denville department (see Facility Use form) shall be notified in advance of any cancellation or postponement. Rescheduling of an event will be subject to availability of the facility requested.

16. The Community Room in the Municipal Building can accommodate 110 people with chairs only and 55 people with tables and chairs.

17. The upstairs Conference Room in the Municipal Building can accommodate 16 people.

18. The Gardner Field meeting room is able to accommodate 25 people. The picnic pavilion at Gardner Field can accommodate 200 people.

19. The Veteran’s Field meeting room is able to accommodate 20 people. The room is not available from November 1st-April 1st. The picnic pavilion at Veteran’s Field can accommodate 75 people.

20. The Gardner Field Bandstand can accommodate 100 performers maximum.

21. Failure to follow any of the rules and regulations stated herein, may subject you and/or your organization to immediate termination of your agreement with the Township for facility usage not and in the future.

22. **ESCROW:** The Township will be charging an escrow fee, to be used should any maintenance to the field or facility areas be required. A tiered Escrow based on the number of people expected at your function will be charged as follows:

   a. **Under 50 people:** No Escrow

   b. **51-200 people:** $250

   c. **Over 200 people:** $500

   *Your escrow payment (check made out to the Township of Denville) will be due the day prior to the event and should be delivered to the appropriate Township department: the Administration Office for the use of the Municipal building facilities or the Recreation Department for use of the fields, bandstand or park facilities.

   *If no maintenance or additional extraordinary clean-up of the area is required, your escrow payment will be returned to you in full.
For the Use of the Municipal Building Rooms / Community Room / Schoolhouse:

1. These rooms are available to Township sponsored and adult structure, registered non-profit groups for use both during and after normal business hours and on the weekends. Please be aware that use of the Municipal Building rooms during normal business hours is subject to the discretion of Administration.

2. The rooms in the Municipal building are available for use by any adult-structured, registered non-profit, Township of Denville based groups or organization, provided they can do submit the proper documentation.

3. If no one attending the event / meeting has access to the building, (i.e. an employee of the Township, Member of Council, etc.), then a key to the front door must be picked up from the Administration office during normal business hours (8:00am-4:00pm Monday-Friday) either the day of the meeting (a normal working day) or on the Friday prior (if it is a weekend meeting).

4. The person picking up the key will be required to sign another form stating they are the responsible party. It is your responsibility to pick up the key to the building prior to your meeting and to also return it promptly.

5. The key should be returned to either the Administration office the next business day after the meeting or can be placed in the Tax and Utility drop box outside the front door.

6. Due to the demand of the use of the Municipal building rooms, the key to the building cannot be picked up prior to the times stated above.

7. The Police Department will not grant access into the building.

8. There will be no more than twelve (12) meeting per year allowed to be scheduled for any one group.

9. All meetings/events will have to be completed by 10:00pm so that your clean-up can be done and everyone is out of the building no later than 10:30pm. All garbage and recycling MUST be separated and placed in their proper containers.

10. The Community room in the Municipal building can accommodate 110 people with chairs only 55 people with tables and chairs.

11. The 2nd Floor Conference room in the Municipal Building can accommodate 16 people.

12. Garbage: Any and all garbage generated by your event must be bagged and taken to the dumpster in the far corner of the parking lot, adjacent to Riverview School.

13. Use requests for upcoming calendar year will be accepted no earlier than November 1st of the current year.

14. The municipal building facilities are not available for use on Sundays, with the exception of the Friends of the Library Book Sales in January and June.
For Recreation Buildings, Parks, Fields, Bandstand and other Facilities:

1. Any keys needed for the Gardner Field House, Veteran’s Field House or access to the fate must be picked up at the Recreation Office during normal business hours (8:00am-4:00pm) on the day before your event (weekdays) or on the Friday prior (if you are having a weekend event)
2. The person picking up the key will be required to sign another form stating they are the responsible party. It is your responsibility to pick up the key to the building prior to your event and to also return it promptly.
3. The key should be returned to the Recreation office the next business day.
4. The Police Department will not access into any facility.
5. Township Ordinance 133-14.1.b prohibits the consumption of alcoholic beverages in all Township Recreation Facilities without express permission. In addition, alcoholic consumption is strictly prohibited at Cook’s Pond. If you intend to serve alcohol in any other park/facility described above at a fund-raising event, you must apply to the Municipal Clerk for a Special Affairs Permit. In addition, the Mayor of the Township of Denville must grant permission to any person or group intending to consume alcohol on any property of the Township of Denville. A copy of this Facility Request Form will be sent to the office of the Mayor upon application. If permission is granted by the Mayor, you will receive the completed application indicating in section E. b) of the facility use form that permission to consume alcohol is granted and specifying any additional requirements such as insurance requirements or necessary ABC permit requirements. Additional insurance information is also specified in section F of the facility use form. Please read sections E and F carefully and completely. Recycling is MANDATORY and GLASS IS PROHIBITED. Note: if selling alcohol or charging admission to an event, additional liability insurance is required.
6. Township Ordinance #20-10 prohibits smoking defined as the burning of a lighted cigar, cigarette, or pipe or any other matter or substance which contains tobacco, in any of the township parks and recreation areas located within the Township of Denville. The prohibition shall include all areas of the aforesaid properties, including parking areas, bleachers, playgrounds, and sidewalks adjacent to such properties.
7. No Automobiles shall be allowed on the fields, in the areas of the backstops or in any other non-authorized parking areas.
8. The Gardner Field meeting room is able to accommodate 25 people. The picnic pavilion at Gardner Field can accommodate 200 people.
9. The Veteran’s Field meeting room is able to accommodate 20 people. The room is not available from Nov 1st – April 1st. The picnic pavilion at Veteran’s Field can accommodate 75 people.
10. The Bandstand can accommodate 100 performers maximum on the stage area.
11. Garbage: Use of garbage bags is mandatory. At Gardner Field, any and all garbage generated by your event should be bagged and placed in the dumpster at the top of the hill. At Veteran’s Field, any and all garbage generated by your event should be bagged.
The Party Signing the Application Agrees to the Following Rules and Regulations:

A. Approval to use specific rooms does not permit the right to use Township supplies, apparatus, tools, etc. Township office space and assigned areas shall not be permitted for public use.

B. The use of tape, nails, screws, and/or tacks to affix an item to a wall or ceiling is prohibited. It is the organization’s responsibility to provide their own easels or boards to display their items. At no time shall the Township facility be marked, painted, or defaced.

C. Smoking is not permitted in any Township owned building nor at any Township park and recreation areas located within the Township. The use of open flame is prohibited inside any Township building. Grilling is confined to picnic areas near fireplaces and tables.

D. Alcoholic beverages are not permitted at any Township premises, with the exception of those areas given express permission from the Mayor or Council, as applicable.

E. Drugs in any form are prohibited.

F. Gambling is prohibited, unless previously approved by resolution by the Township Council.

G. All activities shall terminate, with all persons out of the facility, no later than 10:30pm. Special permission to stay past 10:30pm may be granted at the time the application is processed.

H. All groups/organizations using any Township facility will clean up the areas that they used immediately upon completion of their activity. All garbage must be bagged. At all fields and picnic pavilions, garbage must be placed in the dumpster serving the facility. All recyclable items must be bagged separately and left next to garbage receptacle.

I. Audio-visual/electronic equipment must be supplied by the group/organization requesting the use of the facility.

J. All doors must be secured and all lights turned off at the end of your event. If there is more than one group/organization using the facility, it is the responsibility of all the parties to ensure the facility is secured properly at the end of the evening. Should the building not be secured properly, your right to use a Township facility in the future may be rejected.

K. All activities must occur only on the date and time specified in the application approved by the Township. Your organization is responsible for watching any children who may be present. Orderly behavior be everyone present is the responsibility of the organization/group.

L. There are no kitchen facilities available for food preparation. Catered or light snacks can be provided by the group/organization requesting the facility. All food and drinks should be taken at the end of your event.

M. In the event of any emergency, please contact the Denville Township Police Department (973-627-4900).

N. The Township assumes no responsibility for bodily injury or damage or loss to any personal property or equipment brought into the facility by your organization/group. All items should be removed upon leaving. Any items left will be discarded after 24 hours.

O. The person (applicant) signing the application is responsible for any and all damages done to the facility while their group/organization are using the facility. If any part of the facility is damaged by a member, patron, subcontractor, guest or person admitted into the facility, the applicant is responsible to reimburse the Township for any damage and/or cost the Township will have to pay to restore the facility to good order.
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made as of the __________ day of __________, 20___ by and among the TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, located at 1 St. Mary’s Place, Denville, NJ (“the Township”); and ____________________________ (“I/we, me/my/us”).

WITNESSESTH:

WHEREAS, the Township is the owner of certain property located at ____________________________, Denville, New Jersey (the “Property”); and

WHEREAS, the Township has agreed to allow me or my agents to use the Property in connection with ____________________________ to be held on ____________________________ during the hours of ____________________________, but has requested, as a condition to allowing that use, that I/We indemnify and hold them harmless as set forth below.

NOW, THEREFORE, in return for good valid consideration, receipt of which by the parties is hereby acknowledged, the Township agrees as follows:

1. I/We agree to indemnify and hold the Township harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Property for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the Township or any other person or persons for bodily injury, or for injury to or loss property resulting from, caused by, or arising out of the conduct of me, my agents, servants or employees.

2. I/We agree that the activity listed above will not include the consumption of alcoholic beverages, but should any guest, invitee, licensee, visitor, or other person present on the premises listed above consume alcohol or allow or permit other to consume alcohol, then I/we agree:
   a. That I/we am/are solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above;
   b. To acknowledge by the signing of this Hold Harmless Agreement that the Township has no authority control or participation in the dispensation or consumption of alcohol on the site and date listed above and that I/we will take not step, action or measure to convey the idea that the Township in any way has promoted, assisted,
or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;

c. That I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the Township’s property;

d. To comply with all Municipal Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits.

3. I/We agree to provide a Certificate of Insurance as soon as possible, but not less than seven (7) business days before the date of the planned activity.

4. (Applicable to Corporations only) I/We agree that I/we am/are obligated to reimburse the Township for all reasonable attorney’s fees incurred by the Township to enforce the terms of this Hold Harmless Agreement or to defend the Township against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgement should have been defended by me/us at the Township’s sole cost and expense pursuant to this Hold Harmless Agreement.

5. **Modification: Waiver.** No change of modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. 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.

6. **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.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** the undersigned have set their hands and seals of the date first above written.

________________________________________________________________________

Name of Sponsoring Organization

________________________________________________________________________

Authorized Representative Signature

________________________________________________________________________

Date
DENVILLE TOWNSHIP FACILITY REQUEST
1 St. Mary’s Place, Denville, NJ 07834
Telephone: 973-625-8300

FACILITY REQUEST FORM –
USE THIS FORM FOR EVENTS EXPECTING GREATER THAN 50 PEOPLE.

SECTION A: APPLICANT INFORMATION

Organization: ___________________________________________________________

Contact Person: ___________________________ Phone: ______________________

Email Address: ___________________________ Cell: _________________________

SECTION B: FACILITY REQUESTED
(Please check facility requested and areas to be used & return to proper department)

RECREATION:

a) Facilities/Sites:

   Veterans’ Park: ______
   Gardner Field: ______
   Other: ______________

b) Non-field areas to be used:

   Picnic pavilion: ______
   Refreshment stand: ______
   Pavilion lawn area: ______
   Meeting Room: ______
   Bandstand: ______
   Other: ______

c) Athletic sites/fields to be used:

   Softball: ______
   Soccer: ______
   Baseball: ______
   Lacrosse: ______
   Tennis courts: ______
   Other: ______

ADMINISTRATION:

a) Facilities/Sites:

   Municipal Building: ______
   Union Hill School House: ______
   Other: ______________

b) Area to be used:

   Community Room: ______
   Conference Room: ______
   Other: ______________

SECTION C: DESCRIPTION OF EVENT / SIGNATURE

Date requested: ________________ Rain Date (if necessary) ________________

Start time: ________________ End Time: ________________

1
a) Description of attendees:

Group size: minimum __________    maximum __________

b) Description of activity to be conducted: (Please be specific and list the nature of the event (e.g. fundraiser, special event, family or annual picnic) and all events planned (e.g. list all games, music, entertainment and activities).

______________________________________________________________

______________________________________________________________

c) Number of Staff / Volunteers: ____________________________

d) Outside Vendors: Yes  No

Please obtain permission from each of the listed departments, verifying compliance with permits, regulations, etc. When this form is complete, please return it to the appropriate department for final approval. You will be contacted concerning final approval.

Initial

Mayor: Alcohol permit

☑ Approved  ☐ Denied  ☐ N/A

Department of Public Works: Requests for dumpsters, barricades, field prep, etc.

☑ Approved  ☐ Denied  ☐ N/A

Police Department: Traffic, parking, safety concerns.

☑ Approved  ☐ Denied  ☐ N/A

Health Department: Food Handling, sanitation

☑ Approved  ☐ Denied  ☐ N/A

Building Department: Inspections, fireworks requirements, etc.

☑ Approved  ☐ Denied  ☐ N/A

Zoning Department: Sign Permits, etc.

☑ Approved  ☐ Denied  ☐ N/A

Clerk’s Office: Solicitor Permit, raffle permits, etc.

☑ Approved  ☐ Denied  ☐ N/A

SECTION D: BEVERAGES TO BE SERVED

Alcoholic beverages to be served (check one): yes __________  no __________

NOTE: Township Ordinance 133-14.1.b prohibits the consumption of alcoholic beverages in all Township Recreation Facilities without permission. In addition, alcohol consumption is strictly prohibited at Cook’s Pond. If you intend to serve alcohol in any other park/facility described above at a fund-raising event, you must apply to the Municipal Clerk for a Special Affairs Permit. In addition, the mayor of the Township of Denville must grant permission to anyone or group intending to consume alcohol on any property of the Township of Denville. A copy of this Facility Request Form will be sent to the office of the mayor upon application. If permission is granted by the mayor, you will receive the completed application indicating in section E, b) below that permission to consume alcohol (beer and wine only) is granted and specifying any additional requirements such as insurance requirements or necessary ABC permit requirements. Additional insurance information is also specified in section F below. Please read sections E and F of the Request Form carefully. Recycling is MANDATORY and GLASS IS PROHIBITED.
If alcoholic beverages are to be served, please complete the following information:

Type of alcoholic beverages to be served: __________________________________________
Type of container (e.g. cans, kegs, other): _______________________________________
There will be a charge to this event assessed by ticket or otherwise (check one): yes ______ no ______

SECTION E: PERMIT – Events where NO alcohol will be served

Once permission is granted as indicated in Section E, subsection (a) above, the accompanying Hold Harmless Agreement is properly executed, the fee is paid, and all necessary insurance information is received, the appropriate municipal officer shall issue an Events Permit.

SECTION F: PERMIT – Events where alcohol will be served

Once permission is granted as indicated in Section E, subsection (b) above, the accompanying Hold Harmless Agreement is properly executed, the fee is paid and copies of all necessary State of New Jersey Division of Alcoholic Beverage Control Special Affairs Permits and insurance information are received by this office, the appropriate municipal officer shall issue an Events Permit.

FOR OFFICE USE ONLY

SECTION G: GRANT/DENIAL

a) GRANT/DENIAL OF PERMISSION TO HOLD EVENT AS DESCRIBED (Non-alcohol related events):

PERMISSION TO HOLD NON-ALCOHOL RELATED EVENT (check one):
   Granted: _____ Certificate of Insurance Yes No Expires: ____________
   Denied: _____

b) GRANT/DENIAL OF PERMISSION TO HOLD EVENT AS DESCRIBED AND SERVE ALCOHOL:

PERMISSION TO SERVE ALCOHOL (check one):
   Granted: _____
                   Certificate of Insurance Yes No Expires: ____________
                   Special Affairs Permit Yes No
   Denied: _____
SECTION H: FEES/INSURANCE INFORMATION REQUIRED

TOTAL FEE: $________________

Payment due by: ____________
(Reservation will not be held after this date)

CERTIFICATE OF INSURANCE RECEIVED:  yes ______ no ______
(NOTE: the Township of Denville must receive a Certificate of Insurance at least fifteen (15) business days prior to the date of the activity/ies/event(s) described above evidencing a $1,000,000 Liability Insurance Policy covering all participants and activities described above. A copy of the Declarations page of the policy(ies) naming the Township of Denville and NJ Green Acres for Recreation Facilities as an insured or additional insured must be provided with the Certificate of Insurance and completed Facility Request Form. Upon request, applicant must provide the appropriate Township official with a full copy of the insurance policy(ies).

VENDOR’S CERTIFICATE OF INSURANCE RECEIVED: yes ______ no ______

ESCROW:

FEE RECEIVED:  yes ______ no ______

AMOUNT:  $250  $500

CHECK NUMBER:  __________________________

DATE RECEIVED:  __________________________

DATE RETURNED:  __________________________

USED TO CLEAN AND / OR MAINTAIN AREAS USED:  yes ______ no ______
**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**

**INSURED:**

NAMED INSURED
1 MAIN STREET
ANTOWN NO

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PURCHASE, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>GENERAL LIABILITY</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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**EXTRA RISK INSURANCE**

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**DESCRIPTIVE OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

THE TOWNSHIP OF DENVILLE AND NJ GREEN ACRES ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY COVERAGE AND THE USE OF [Sample]

**CERTIFICATE HOLDER**

TOWNSHIP OF DENVILLE
1 St. Mary's Place
Denville NJ 07834

ACORD 25 (2001/08)

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Sample