TOWNSHIP OF EAST GREENWICH

Application for Use of Public Right of Way

APPLICATION FEE ($45) ANNUALLY

APPLICANT:

________________________________________________________________________

ADDRESS: __________________________________________________________________

EMAIL ADDRESS: __________________________________________________________________

Responsible Party for Applicant:
Name: __________________________ Title: __________________________
Address: __________________________________________________________________
Telephone: (H) ___________________ (C) ___________________ (W) ___________________
Email Address: __________________________________________________________________

The Applicant requests the use of the Public Right of Way listed below for Restaurant Seating:
Name, Location and Specific Dimensions of the Public Right of Way to be used for seating
(include a map or drawing that depicts the Public Right of Way to be used):

________________________________________________________________________

________________________________________________________________________

If the Public Right of Way adjoins a County or State roadway, approval from that public entity must also be obtained, and provided, in writing with this application.

For the following use of the Public Right of Way (specify the number of tables and chairs to be placed in the Public Right of Way, and include a diagram of the placement of the tables and chairs in the Public Right of Way):

________________________________________________________________________

on the following dates: __________________________________________
Specify the hours of use: From: ________________ To __________________________

Note: The Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested Public Right of Way when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to the Public Right of Way, the property of the Municipality or others.
Will Alcoholic Beverages be served?  ____ Yes  ____ No  If Yes, who will be serving the alcohol?

 If Yes, attach a copy of the liquor license, the liquor liability policy of insurance and an endorsement to the liquor liability policy of insurance which designates the municipality as an "additional insured".

 ____ Attached

The Applicant has received a copy of the Ordinance and Municipality Use of Public Right of Way Agreement and agrees to execute and abide by and comply with the terms of that Agreement.

APPLICANT: ____________________________ DATE: ____________________________

Signature

RESPONSIBLE PARTY: ____________________________ DATE: ____________________________

Signature

_________________________________________________________________

OFFICE USE ONLY

Date Received: ______________ Amount: ($45.00)  Check # ____  Cash ____

Received by: ____________________________
Use of Public Right of Way Agreement

The Township of East Greenwich, a Municipality of the State of New Jersey, hereinafter referred to as “MUNICIPALITY”, hereby agrees to allow ______________________________ (Name of Person(s) or Organization)

hereinafter referred to as “USER”, to use the Public Right of Way listed below:

Name, Location and Specific Dimensions of the PUBLIC RIGHT OF WAY:

__________________________________________________________

hereinafter referred to as “ROW”

for the following use of the Public Right of Way with ___ tables and ___ chairs to be placed in the ROW: ________________________________

__________________________________________________________

on the following dates and during the following hours of operation: ________________________________

__________________________________________________________

The above USER shall perform a complete and thorough inspection of the described PUBLIC RIGHT OF WAY prior to the use of the ROW and report any defective, hazardous or dangerous conditions found at the ROW to ________________________________

______________________________ at MUNICIPALITY, and the USER

(Name and Tel. Number)

shall immediately cease the use of the ROW until such defective, hazardous or dangerous conditions are remedied. After the use of the ROW, the USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the ROW.
Indemnification

The USER shall indemnify, hold harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER’s use of the named PUBLIC RIGHT OF WAY, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the PUBLIC RIGHT OF WAY, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER.

Insurance

Notwithstanding the indemnification, hold harmless and defense obligations of the USER, the USER shall purchase and maintain General Liability and Liquor Liability (if applicable) insurance described in the attached schedule as is appropriate for the type of use and hazards present and as will provide protection to the MUNICIPALITY from any and all claims which may arise out of or caused or alleged to have been caused in any manner from USER’s use of the ROW, whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable.

The USER shall be required to name the MUNICIPALITY as an “Additional Insured” on the USER’s policy of Commercial General Liability and Liquor Liability (if applicable) insurance, and simultaneously with the delivery of the executed Use of Public Right of Way Agreement, the USER shall provide the MUNICIPALITY with Certificate of Insurance and an Endorsement to the Insurance Policy indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the MUNICIPALITY has been designated as an “Additional Insured”. On or before the renewal date of said policy, USER shall be required to provide the MUNICIPALITY with an Endorsement and a Certificate of Insurance indicating the continuation of insurance coverage and designating the MUNICIPALITY as an “Additional Insured” for the duration of this Agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the USER and the MUNICIPALITY on
this ____ day of ____________, 2020.

____________________________   ______________________________
Witness                            MUNICIPALITY

____________________________   ______________________________
Witness                            USER
Schedule of Insurance*

Notwithstanding the indemnification, hold harmless and defense obligations of the USER, the USER shall provide, at its own cost and expense, proof of the following insurance to the “MUNICIPALITY”:

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million ($1,000,000) dollars* with a minimum annual aggregate of two million ($2,000,000) dollars*.

Liquor Liability with a minimum limit of liability per occurrence of one million ($1,000,000.00) dollars* with a minimum annual aggregate of two million ($2,000,000.00) dollars* (if applicable).

The MUNICIPALITY shall be named as an “Additional Insured”, and shall be provided with an endorsement to the policy evidencing the designation.

Failure by the USER to supply such written evidence of the required insurance coverage, and/or the failure by the USER to maintain the coverage for the duration of this Agreement shall result in the USER’s default of this Agreement and the USER shall be prohibited from using said ROW.

The insurance companies providing the above referenced coverage must be licensed by the State of New Jersey and acceptable to the MUNICIPALITY. The USER shall take no action to cancel or materially change any of the insurance required under this Agreement without the MUNICIPALITY’s prior approval. The maintenance of insurance under this section shall not relieve the USER of any liability greater than the limits or scope of the applicable insurance coverage.