

## **USE OF LIGHTHOUSE PROPERTY**

**APPLICANT NAME:**

**CONTACT PERSON:**

**DAY/DATE/TIME REQUESTED:**

**RENTAL PURPOSE:**

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**PLEASE FOLLOW THE GUIDELINES BELOW:**

1. Stay with your group at all times when they are using the Lighthouse property.
2. Be here before your participants arrive and remain until all have left. It is not our responsibility to watch your group.
3. Remain with the group throughout the ceremony.
4. If you need the assistance of the supervisor or maintenance, please make arrangements through the Office of the City Clerk.
5. Please maintain order.
6. Please refrain from using equipment, supplies or materials that were not requested or allowing participants to use equipment, supplies or materials that were not requested.
8. Please return property to the condition in which you found it.

## **NORTH WILDWOOD HISTORICAL COMMISSION POLICY USE OF LIGHTHOUSE PROPERTY**

The Hereford Inlet Lighthouse property, which is owned by the State of New Jersey and leased to the City of North Wildwood, is available for weddings in the Gazebo or in the Gardens. Prudent use of Lighthouse property allows the community to benefit more broadly from the use of this property.

The Historical Commission will permit the use of the Lighthouse property when such permission has been requested in writing and has been approved for couples wishing to get married on the property.

In the event the City Clerk deems it advisable, any application may be submitted to the Historical Commission and/or Mayor and Council for action.

The City Clerk, Historical Commission or Mayor and Council may refuse to grant the use of the Lighthouse whenever in their judgment permission should be refused. They shall not be required to give a reason for such refusal.

Smoking and alcoholic beverages are prohibited at all times on the Lighthouse property. All facility use shall comply with the state and local fire, health, safety and police regulations.

Applicants are permitted to place non-permanent decorations on the Gazebo for the wedding ceremony. All decorations must be removed within 30 minutes of the end of the wedding ceremony. It is the responsibility of the applicants to remove decorations or signage of any kind. Nails, hooks, certain adhesives or tacks of any kind are not permitted when placing decorations or signage due to the risk of damage and or staining to walls, doors, etc. Nothing shall be removed from the property by the users. User is responsible for all damage to the premises.

In the event a group is granted permission to use the Lighthouse property and fails to comply with these regulations, that group shall lose property-use privileges for:

**First Violation – 6 months**

**Second Violation – 1 year.**

**Third Violation – Permanent loss of privileges.**

Proper notification shall be considered verbal or written within 48 hours of scheduled ceremony. The Historical Commission will handle all disputes.

A "Use of Lighthouse Property" form must be completed and submitted to the City Clerk at least 30 days prior to the ceremony for review by the City Clerk and/or the Historical Commission.

**IDENTIFICATION OF APPLICANT**

1) Full Names of Applicants:

2) Contact Person:

3) Phone Number and Email Address of Contact Person:

4) Address (number and street):

5) City, State and zip

Wedding Ceremony to be held on \_\_\_\_\_, \_\_\_\_\_. Circle one: M T W TH F SA SU

Time of Ceremony (check one):  11:00 am  1:00 pm  4:00 pm\_\_

4. Indicate the number of participants who will attend: \_\_\_\_\_

5. Please list any Decorations you would like to bring in: \_\_\_\_\_

**USE OF LIGHTHOUSE  
PROPERTY FEE**

Hereford Inlet Lighthouse Gazebo  
1st & Central Avenue

\$350.00

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City Clerk/Historical Commission Use Only

FEE PAID/DATE: \_\_\_\_\_

( ) CHECK ( ) CASH ( ) MONEY ORDER CHECK / MONEY ORDER# \_\_\_\_\_

RECEIPT#: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

City Clerk or Historical Commission Representative

## CERTIFICATE OF INSURANCE

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Evidence of financial responsibility from Lighthouse property users and others with whom the City of North Wildwood does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative which spells out the insurance coverage in force at the date the Lighthouse property will be utilized. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before the ceremony is held at the Lighthouse property.

The City Clerk, Historical Commission or Mayor and Council may refuse to grant the use of facilities whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Purpose of Insurance - Wedding Ceremony.

### **I. INDIVIDUALS**

- A. General Liability Limit \$100,000  
Evidence that the individual has personal liability insurance in force is required to use the Gazebo or Gardens at the property of the Hereford Inlet Lighthouse. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Use of Lighthouse Property application as evidence of coverage.

### **II. NON-PROFIT/CHARITABLE GROUPS**

- A. General Liability Limit \$300,000  
**B. State of New Jersey and City of North Wildwood, N.J. named as "Additional Insured"** with Endorsement page(s)  
C. Executed Hold Harmless Agreement required with Use of Lighthouse property application. The Facility user shall not be allowed access to the property of the Hereford Inlet Lighthouse until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood.

### **III. COMMERCIAL (FOR PROFIT) GROUPS**

- A. Commercial General Liability Limit \$1,000,000  
Combine Single Limit of Liability for Bodily Injury and Property Damage.  
**B. State of New Jersey and City of North Wildwood, N.J. named as "Additional Insured"** with Endorsement page(s)  
C. Executed Hold Harmless Agreement required with Use of Lighthouse property application. The Facility user shall not be allowed access to the property of the Hereford Inlet Lighthouse until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood.

# HOLD HARMLESS

**NAME OF APPLICANTS** \_\_\_\_\_ will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **State of New Jersey** and **City of North Wildwood**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **City of North Wildwood**, 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 Facilities / Equipment, including all suits or actions of every kind or description brought against the **State of New Jersey** or **City of North Wildwood**, 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 property of the Hereford Inlet Lighthouse, 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**. The above **USER** shall inspect the described property of the Hereford Inlet Lighthouse prior to the use of the property of the Hereford Inlet Lighthouse and report any defective, hazardous or dangerous conditions found at the property of the Hereford Inlet Lighthouse to An Appointed Recreation Supervisor and/or Public Works Supervisor at (609) 522-2955 or (609) 522-4646. and **USER** shall immediately cease the use of the property of the Hereford Inlet Lighthouse until such defective, hazardous or dangerous conditions are remedied. After the use of the property of the Hereford Inlet Lighthouse, **USER** shall immediately report to the **City of North Wildwood** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the property of the Hereford Inlet Lighthouse.

## INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User's** use of the property of the Hereford Inlet Lighthouse, 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.

**USER** shall be required to name the **State of New Jersey** and **City of North Wildwood** as an "Additional Insured" on the **User's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement or Special Event Application, **USER** shall provide the **City of North Wildwood** with a Certificate of Insurance 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 **State of New Jersey** and **City of North Wildwood** has been designated as an

'-Additional Insured" where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **City of North Wildwood** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **State of New Jersey** and **City of North Wildwood** 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 authorize representative of the **USER** and the **City of North Wildwood** on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**USER (SIGNATURE)**

\_\_\_\_\_  
**CITY CLERK/HISTORICAL REP. (SIGNATURE)**

\_\_\_\_\_  
**USER (PRINT NAME)**

\_\_\_\_\_  
**CITY CLERK/HISTORICAL REP. (NAME)**