

Downtown Westfield Corporation Conference Room Conditions for Use

I. Rules and Regulations

- a. No person or group of persons shall cause a meeting, speech, display or any other public function to occur in a manner other than that as approved in advance by the Downtown Westfield Corporation or Ruthal Holdings West, LLC. (landlord).
- b. The Downtown Westfield Corporation and/or landlord shall regulate all conditions of operation for use and approve or disapprove any specific use in accordance with the Order of the Town of Westfield Board of Adjustment in the matter of the Appeal of Ruthal Holdings West, LLC dated June 10, 2002.
- c. All individuals, groups or organizations, not sponsored by the Downtown Westfield Corporation or landlord, requesting use of the Conference Room must complete and sign a Hold Harmless Agreement.
- d. The Downtown Westfield Corporation and/or landlord reserves the right to require a certificate of insurance dependent on the utilization of the facility.

II. Regulation of Use

- a. The Downtown Westfield Corporation, as manager of the facility, will make available the Conference Room on a first-come, first serve basis for Town of Westfield-sponsored programs and meetings and programs of non-profit groups or other groups with substantial Westfield membership.
- b. Applications for use of the Conference Room, other than Downtown Westfield landlord or the Town of Westfield, will not be accepted more than 90 days in advance of date of use.
- c. All programs must be free of any admission charge or donation and must be handicapped accessible.
- d. No solicitation or sales may be conducted on the premises and no sales prices may be displayed unless approved, in advance, by the Downtown Westfield Corporation or landlord.
- e. All programs and activities being conducted in the Conference Room shall adhere to lawful directions of a custodian or employees of the Downtown Westfield Corporation or landlord.

HOLD HARMLESS AGREEMENT

1. DEFINITIONS:

"I/We Me/My" shall mean:

INDIVIDUAL

Name: _____

Address: _____

Phone No.: _____

Work No.: _____

[OR]

ORGANIZATION (if applicable)

Name: _____

c/o: _____

Address: _____

Phone No.: _____

[OR]

CORPORATION (if applicable)

Person Responsible: _____

Business Title: _____

Business Address: _____

Business Phone No.: _____

"You/Yours" shall mean the management entity of the Special Improvement District, known as the Downtown Westfield Corporation, its agents, servants, employees, or contractors.

2. GENERAL INFORMATION

Date: _____

Site: Downtown Westfield Corporation Conference Room, 105 Elm Street,
Westfield, NJ 07090

Hours Site is Needed: _____ a.m./p.m to _____ a.m./p.m.

Activity to be Held (describe in detail):

3. I sign this Hold Harmless as my voluntary act and, by this act, agree to hold You harmless and indemnify You from any claims, suits or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way, further the activity to be held (as described above) on the date listed above.

4. I state that the activity listed above will not include the consumption of alcoholic beverages

Signature: _____

Printed Name: _____

Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone – Day: _____ Telephone – Evening: _____