

**Borough of Wildwood Crest**  
**Special Events Application Form – WEDDINGS**

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Day and Date of Event: \_\_\_\_\_ Location of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_ to \_\_\_\_\_

Rain Date: \_\_\_\_\_

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- The Wildwood Crest Municipal Code requires all organizations or persons planning an event to file an official application with the Borough Clerk.
  - The Borough Clerk has authority over the issuance of all special event permits subject to appeal the Board of Commissioners.
  - Please read Borough Code Chapter 40, Article VI, which details the responsibilities of applicants and the Borough of Wildwood Crest, *before completing your application*.
  - Any use of the words “Borough of Wildwood Crest” in event literature/advertising must be approved by the governing body.
  - **DISCLAIMER: All ordinances of the Borough of Wildwood Crest and statutes of the State of New Jersey apply. It is the responsibility of the event organizers to determine what laws apply to a particular event. Failure of the Borough to list a specific law, code section or ordinance herein shall not be a defense to a violation thereof.**
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**APPLICANT INFORMATION**

1) Name of Individual/Organization: \_\_\_\_\_

2) Address of Individual/Organization: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ E-Mail: \_\_\_\_\_

4) Purpose of Event: \_\_\_\_\_  
(Wedding/Vow Renewal/Engagement)

5) Schedule of Activities Planned:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Additional Permit Terms and Conditions

1. Access to Property or Facility. The Permittee, its officers, employees, contractors, agents, activity participants including participating invitees and guests, shall enter and exit the facility as directed by the Borough. Permittee shall comply with all posted traffic and parking control signs, and directions by the Borough. The Permittee's use of the facility, including the necessary rights of ingress and egress, shall not be exercised in a manner which materially interferes with the Borough's use of the surrounding property. The Permittee agrees to abide by any restrictions upon ingress and egress to the facility and any restrictions upon movement within and around the facility as may be established by the Borough or its representative.

2. Alterations, Return of Facility. No alteration of existing premises or facilities, or construction of permanent type improvements shall be made without the prior written approval of the Borough.

3. Restoration of the Facility. The Permittee shall restore the Facility to the condition in which it was prior to the issuance of the Permit. The Permittee shall clean up and remove all trash and refuse generated by the Permittee's use of the Facility, and any equipment used by Permittee. If the Permittee fails to restore the Facility, including the removal of trash and, the Permittee shall pay any costs incurred by the Borough to restore the Facility.

4. Damage to Licensed Property. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Borough. All insurance required of the Permittee for the event shall be for the protection of the Borough and the Permittee against their respective risks and liabilities in connection with the event and Facility. Each such policy of insurance shall name the Borough, as an additional insured.

5. Hold Harmless, Indemnification, Insurance.

**Hold Harmless, Indemnification.** The **ORGANIZATION /USER/APPLICANT**, referred to as **USER** from this point forward shall indemnify, save harmless and defend the **Borough of Wildwood Crest**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **Borough of Wildwood Crest**, 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, including all suits or actions of every kind or description brought against the **Borough of Wildwood Crest**, 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 **FACILITY(IES)**, 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 Facilities/Equipment prior to the use of the Facilities/Equipment prior to the use of the Facilities/Equipment and report any defective, hazardous or dangerous conditions found at the Facilities/Equipment to an Appointed Recreation Supervisor and /or Public Works Supervisor at (609) 522-7446, and **USER** shall immediately cease the use of the Facilities/Equipment until such defective, hazardous or dangerous conditions are remedied. After the use Facilities/Equipment, **USER** shall immediately report to the **Borough of Wildwood Crest** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the Facilities/Equipment.

**Insurance.** Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached Insurance Requirement 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 **FACILITY(IES)**, 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 **Borough of Wildwood Crest** 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*,

**USER** shall provide the **Borough of Wildwood Crest** 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 **Borough of Wildwood Crest** has been designated as an “Additional Insured” where required. On or before the renewal date of said policy, **USER** shall be required to provide the **Borough of Wildwood Crest** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **Borough of Wildwood Crest** 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.

**Certificate of Insurance.** Evidence of financial responsibility from event chairperson, organization and others with whom the Borough of Wildwood Crest 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 dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

**COVID-19.** **USER** verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance with the CDC, DOH Guidelines and the State of New Jersey Governor’s Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs and can be viewed at [https://nj.gov/info/ban/eo/056murphy/approved/eo\\_archive.html](https://nj.gov/info/ban/eo/056murphy/approved/eo_archive.html). **USER** shall be responsible for all participants or guests complying with any social distancing or masks/face covering requirements of the state or Federal government which are in effect.

6. Governing Law and Regulations. The Licensee, its officers, employees, contractors, agents, activity participants including participating invitees, and guests, while on the Borough owned property are subject to all applicable state laws, regulations, directives, municipal ordinances, and orders, including those issued by the Borough, its designated representative, and Wildwood Crest Police Department.

7. Notice of Potential Hazards. The Permittee is made aware of and shall make its officers, employees, contractors, agents, and invitees and guests aware of potholes, cracks, small debris and tripping hazards due to routine use may be on or about the Facility.

8. Notification. This Permittee shall notify all of its officers, employees, contractors, agents, activity participants including participating invitees, and guests, who will use the facility of the terms and conditions of this permit and that they are required to comply with all applicable terms and conditions of this permit if they enter or use the facility. Revocation. This permit is revocable at will by the Borough. Permits are revoked when in Borough’s opinion unsafe conditions exist or, the Permittee, its officers, employees, contractors, agents, activity participants including participating invitees, or guests have failed to comply with the terms and conditions of this permit. The revocation is effective upon receipt of written or oral notification to Permittee’s representative.

9. Waiver. The failure of the Borough at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10. Choice of Law. This permit and terms and conditions shall be construed according to the laws of the State of New Jersey. All legal actions commenced under this permit shall be brought within the State of New Jersey, Superior Court, Cape May County.

11. No Assignment. Permittee may not assign its rights or delegate its duties hereunder, except with Borough’s prior written consent

**SIGNED AND AGREED TO BY:**

**APPLICANT SIGNATURE  
(MUST BE NOTARIZED)**

I, \_\_\_\_\_, the undersigned, state that I am the duly authorized representative of the \_\_\_\_\_ and the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature, and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated on the permit when so granted. *I further understand that acceptance of this application by the Borough of Wildwood Crest does not constitute authorization to conduct this Special Event.*

\_\_\_\_\_  
Signature of Individual Applicant

\_\_\_\_\_  
Authorized Signature on behalf of Organization

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Individual Name/Organization: \_\_\_\_\_

Copies sent to:

- |   |   |
|---|---|
| <input type="checkbox"/> Mayor                  | <input type="checkbox"/> Public Works             |
| <input type="checkbox"/> Board of Commissioners | <input type="checkbox"/> Public Safety Department |
| <input type="checkbox"/> Borough Clerk          | <input type="checkbox"/> Recreation Department    |
| <input type="checkbox"/> Borough Administrator  | <input type="checkbox"/> Beach Patrol             |
| <input type="checkbox"/> Fire Official          | <input type="checkbox"/> Risk Manager             |
| <input type="checkbox"/> Chief of Police        | <input type="checkbox"/> Construction Official    |

**Approval/Authorization**

Chief of Police: \_\_\_\_\_ Dated: \_\_\_\_\_

Public Works Superintendent: \_\_\_\_\_ Dated: \_\_\_\_\_

Recreation Director: \_\_\_\_\_ Dated: \_\_\_\_\_

Beach Patrol Supervisor: \_\_\_\_\_ Dated: \_\_\_\_\_

Fire Inspector: \_\_\_\_\_ Dated: \_\_\_\_\_

Construction Official: \_\_\_\_\_ Dated: \_\_\_\_\_

Borough Clerk (insurance verification): \_\_\_\_\_ Dated: \_\_\_\_\_

Permit Number: \_\_\_\_\_ Date Permit Issued: \_\_\_\_\_

**Applicable Borough Fees**

**Application Fee – non-refundable** **\$ 50.00**

**Additional Event Fees:**

**All Other and For-profit events:**

- |   |                    |        |
|---|--------------------|--------|
| <b>Small (less than 100 participants)</b> | <b>@ \$ 50.00</b>  | _____. |
| <b>Medium (100-500 participants)</b>      | <b>@ \$ 150.00</b> | _____. |
| <b>Large (500+ participants)</b>          | <b>@ \$ 250.00</b> | _____. |

**Use of park, beach area, or other facility (day 2+) # days \_\_\_\_\_ @ \$ 100.00 per day \_\_\_\_\_.**

<b>Light vehicles (police)</b>	<b># vehicles _____ x # hrs _____ @ \$ 25.00 ea/per hr</b>	_____.
<b>Heavy vehicles EMS /PW equip</b>	<b># vehicles _____ x # hrs _____ @ \$ 50.00 ea/per hr</b>	_____.

<b>Beach Patrol Support</b>	<b># lifeguards _____ x # hrs _____ @ \$ 20.00 ea/per hr</b>	_____.
<b>Public Works/Public Safety/EMT</b>	<b># personnel _____ x # hrs _____ @ \$ 40.00 ea/per hr</b>	_____.
<b>Police Support</b>	<b># officers _____ x # hrs _____ @ \$ 60.00 ea/per hr</b>	_____.
<b>Rec/ Tourism Support</b>	<b># personnel _____ x # hrs _____ @ \$ 40.00 ea/per hr</b>	_____.

**Other:** # \_\_\_\_\_ x # \_\_\_\_\_ @ \$ \_\_\_\_\_.

**TOTAL** **\$ \_\_\_\_\_.**

Individual Name/Organization: \_\_\_\_\_

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**WEDDINGS/VOW RENEWALS**  
(This section to be filled out only by those hosting a wedding. vow renewal, engagement)

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- 1) Name and address of Marriage Applicant A: \_\_\_\_\_
  - 2) Name and address of Marriage Applicant B: \_\_\_\_\_
  - 3) Location of wedding/vow renewal: \_\_\_\_\_
  - 4) Date and time: \_\_\_\_\_
  - 5) Approximate anticipated duration: \_\_\_\_\_
  - 6) Number of persons anticipated to attend: \_\_\_\_\_
  - 7) Number of vehicles anticipated: \_\_\_\_\_ (Must adhere to all parking regulations)
  - 8) Use of chairs, arbors, canopy, or other structures: \_\_\_\_\_
  - 9) Name and address of officiant: \_\_\_\_\_
  - 10) Rain date: \_\_\_\_\_
  - 11) Describe how you plan to provide security, if applicable: \_\_\_\_\_
  - 12) Will you need Borough electrical services for lighting/sound system etc.,: \_\_\_\_\_ Describe in detail: \_\_\_\_\_
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**NOTE:** *Use of Borough facilities, including gazebos and parks, must be reserved in advance through the appropriate Borough Department.*

**NO ALCOHOLIC BEVERAGES PERMITTED IN OR AT ANY BOROUGH FACILITY**

## INSURANCE REQUIREMENT SCHEDULE

### I. INDIVIDUALS

**A. General Liability Limit \$1,000,000**

Evidence that the individual has comprehensive personal liability insurance in force is required to use any Borough of Wildwood Crest property or facility. 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 Special Events Application as evidence of coverage.

### II. NON-PROFIT / CHARITABLE GROUPS

**A. General Liability Limit \$1,000,000**

**B.** Borough of Wildwood Crest, NJ named as "**Additional Insured**" with Endorsement page(s).

**C.** Executed Hold Harmless Agreement required with Special Events Application . The Special Event shall not be allowed to occur or use the Borough 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 Borough of Wildwood Crest. If the organization / individual contracts with

a

vendor, evidence of adequate insurance coverage will need to be secured from them.

### III. COMMERCIAL RENTAL

**A. Commercial General Liability Limit \$1,000,000**

Combine Single Limit of Liability for Bodily Injury and Property Damage.

**B.** Borough of Wildwood Crest, NJ named as "**Additional Insured**" with Endorsement page(s).

**C.** Executed Hold Harmless Agreement required with Special Events Application . The Special Event shall not be allowed to occur or use the Borough of Wildwood Crest 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 Borough of Wildwood Crest. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.