YEAR: 2016



Town of Kearny

OFFICE OF THE TOWN CLERK COUNTY OF HUDSON

402 Kearny Avenue, Kearny, New Jersey 07032

| OFFICE USE ONLY | | | | |
|----------------------------|-----|--|--|--|
| Renew | New | | | |
| Year: <u>20</u> | 16 | | | |
| Receipt #: | | | | |
| Amount: | | | | |
| Cash or Check (circle one) | | | | |
| License/Permit #: | | | | |

Application for Chestnut Street Parking Permit

ALL APPLICATIONS MUST BE ACCOMPANIED BY A COPY OF A VALID DRIVER'S LICENSE, VEHICLE INSURANCE AND REGISTRATION CARD

Designated Lot: <u>Chestnut Street Parking Lot</u> (Behind Mandee Store) Kearny, New Jersey 07032 - Block 234, Lots 9

Chestnut Street Parking Lot Hours: 10:00 p.m. to 7:00 a.m.

| Name: | | | |
|--|-----------------|-------------|------------------------|
| Driver License #: | | | |
| Address: | | Apt. # | : |
| Home Phone: | Business Phone: | | |
| Fax: | E-mail: | | |
| Vehicle Make: | Model: | Year: | Color: |
| Plate #: | Commercial vehi | cle? Yes or | No <i>(circle one)</i> |
| Vehicle Identification Number (VIN): (Copy and attach) | | | |
| Registration #: | | | |
| Vehicle Insurance Company and Policy Number: | | | |

GENERAL RULES FOR OVERNIGHT RESIDENTIAL OFF-STREET PARKING LOTS

- The applicant must be the registered owner of the vehicle.
- No parking when lot is snow covered (1 inch of snow). Cars will be subject to ticket and towing at the owner's expense.
- Parking permits are restricted to the designated lot and cannot be utilized in an alternate location.
- Only one parking permit is authorized per vehicle.
- The parking permit is not transferable to operators and/or vehicles.
- The parking permit must be affixed to the rear window of the vehicle and be readily visible to the Parking Enforcement Officer or the vehicle may be subject to a parking ticket and towing (at the owners expense).
- The overnight parking permit is only valid for the designated space within the assigned parking lot.
- If the Town Clerk determines that the parking permit use is being abused or manipulated by a permit holder or violating the policies of the assigned lot the permit will be revoked and any vehicle parked in the parking lot will be subject to a parking ticket and towed at the owners expense.
- All vehicles must be properly maintained, insured and registered.
- Any vehicle creating a hazardous condition (leaking fluid, etc.) will be towed at the
 owner's expense. Repairs of any type to a vehicle are prohibited in the lot. Any permit
 holder repairing or having repairs done on any vehicle in the parking lot will have their
 permit revoked and their vehicle will be subject to a parking ticket and towing at the
 owner's expense.
- Parking permits are the property of the Town of Kearny. If you no longer require
 parking or your parking permit(s) is cancelled or revoked, it must be returned to the
 Town of Kearny.
- Overnight Parking spaces are designated and marked accordingly.
- If an assigned spot is not available due to misuse of the designated spots, the permit holder may not occupy another space. Permit holders are responsible for contacting the Kearny Police Department to arrange to have the illegally parked vehicle towed.
- This application must be completely filled out and returned to the Office of the Town Clerk with copies of a valid driver's license, vehicle insurance and registration cards.

I have read and understand and agree to abide by the policies, terms, and conditions and any further updates to this permit application. I certify that I do not have off street parking available to me. The applicant must sign all attached forms as part of a completed application for permit. It is understood by the applicant that the parking permit may be revoked at any time.

Hold Harmless Agreements

- Town of Kearny
- Univer Realty Associates, LLC and Risham Retail Enterprise, LLC
- JP Morgan Chase Bank, Northeast Region

HOLD HARMLESS AGREEMENT

| For and in consid | deration of permission granted by the Town of Ke | earny to (NAME AND |
|--------------------|---|------------------------------|
| ADDRESS) | | |
| | | |
| | for (SET FORTH ACTIVITY OR USE) | |
| the said (NAME) | agr | ees to indemnify and make |
| harmless the Tox | wn of Kearny its officers, agents, servants and/o | or employees, from and |
| against any and a | all liability, claims, judgments, demands, fines, pe | nalties or expenses |
| whatsoever, inclu | uding, without limitation, attorney's fees and expe | nses which may be incurred |
| in connection wit | th the loss of life, personal injury and/or damage t | o property arising out of or |
| resulting in whole | e or in part from the activity as mentioned. (NAM | E) |
| | agrees to submit e | vidence of motor vehicle |
| insurance covera | ge providing for both liability and property damag | e in such amounts as may be |
| required by the 1 | Town of Kearny. The undersigned in not relying | upon any representations in |
| executing this ag | reement not expressly set forth herein. The foreg | oing indemnification |
| agreement has b | een read and understood by the undersigned before | ore signing. |
| Dated: | By: | (Signature) |
| | Name: | (Print) |
| WITNESS: | | |

HOLD HARMLESS AGREEMENT

| For and in consideration of permission granted by the Univer Realty Associates, LLC and | | | | | |
|--|----------------------------------|--------------------------------------|--|--|--|
| Risham Retail Enterprise, LLC to (NAME AND ADDRESS) | | | | | |
| | | | | | |
| | for (SET FORTH A | CTIVITY OR USE) | | | |
| | the said (NAME) | | | | |
| | agrees to indemi | nify and make harmless Univer | | | |
| Realty Associates, LLC and Ris | ham Retail Enterprise, LL | C. its officers, agents, servants | | | |
| and/or employees, from and again | st any and all liability, claims | , judgments, demands, fines, | | | |
| penalties or expenses whatsoever, | including, without limitation | , attorney's fees and expenses | | | |
| which may be incurred in connecti | on with the loss of life, perso | onal injury and/or damage to | | | |
| property arising out of or resulting | in whole or in part from the | activity as mentioned. (NAME) | | | |
| | agrees t | to submit evidence of motor | | | |
| vehicle insurance coverage providi | ng for both liability and prop | erty damage in such amounts as | | | |
| may be required by Univer Realt | y Associates, LLC and Ris | ham Retail Enterprise, LLC. | | | |
| The undersigned in not relying upo | on any representations in exe | ecuting this agreement not | | | |
| expressly set forth herein. The for | egoing indemnification agree | ment has been read and | | | |
| understood by the undersigned be | fore signing. | | | | |
| Dated: | By: | (Signature) | | | |
| WITNECC: | Name: | (Print) | | | |
| \M/ITNECC. | | | | | |

HOLD HARMLESS AGREEMENT

For and in consideration of permission granted by the JPMorgan Chase Bank Northeast Region to (NAME AND ADDRESS) for (SET FORTH ACTIVITY OR USE) the said (NAME) agrees to indemnify and make harmless JPMorgan Chase Bank Northeast Region its officers, agents, servants and/or employees, from and against any and all liability, claims, judgments, demands, fines, penalties or expenses whatsoever, including, without limitation, attorney's fees and expenses which may be incurred in connection with the loss of life, personal injury and/or damage to property arising out of or resulting in whole or in part from the activity as mentioned. (NAME) ______ agrees to submit evidence of motor vehicle insurance coverage providing for both liability and property damage in such amounts as may be required by JPMorgan Chase Bank Northeast Region. The undersigned in not relying upon any representations in executing this agreement not expressly set forth herein. The foregoing indemnification agreement has been read and understood by the undersigned before signing. Dated: By: (Signature) Name: (Print) WITNESS: _____