

Form 2

VILLAGE OF HEMPSTEAD PERMIT REQUIREMENTS

The permit is issued subject to the following:

1. Drugs and alcohol shall not be used at any time.
2. The applicant(s) must secure all necessary permits or grants of authority from the proper entities.
3. All posted rules must be adhered to.
4. Parking is permitted only in the legally marked spaces or as permitted by police personnel. The user cannot charge a fee to park in any municipal owned property.
5. User permits may be revoked at any time.
6. The Village of Hempstead reserves the right to refuse to allow an organization or individual a permit if the proposed activity, as solely determined by the Village, is in any fashion inconsistent with generally accepted uses of the municipal owned property.
7. Groups must confine their activities to the facility or the area designated on the Parade/Event Request Form.
8. A Permit may be revoked and future permits denied if, as solely determined by the Village, an improper use is determined.
9. Cancellation of an event must be reported in writing to the Village Clerk. Applicant must provide the following insurance prior to the issuance of the permit.

**FAILURE TO PROVIDE PROOF OF INSURANCE AS SET FORTH
HEREIN PRIOR TO USE VILLAGE PROPERTY WILL RESULT IN
REVOCAION OR CANCELLATION OF YOUR PERMIT. PROOF OF
INSURANCE MUST BE PROVIDED AFTER BOARD APPROVAL AND
AT LEAST THREE WEEKS BEFORE THE EVENT.**

- A. _____ hereby agrees to effectuate the naming of the Village of Hempstead as an unrestricted additional insured on the user's policy.
- B. The policy naming the Village of Hempstead as an additional insured shall: be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer; contain a 30 day notice of cancellation;
- i. The policy shall state that the coverage shall be primary coverage for the Village of Hempstead, its Boards officers, employees, agents and volunteers; and
 - ii. Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent; and if applicable, participant endorsement and spectator endorsements.
- C. _____ agrees to indemnify the Village of Hempstead for any applicable deductions.
- D. Enclose a copy of the declaration page with an endorsement providing additional insured status or the actual endorsement page with the declaration page. **A CERTIFICATE OF INSURANCE WILL NOT ACCEPTED FOR PROOF OF INSURANCE.**
- E. **THE VILLAGE MAY REQUIRE ONE OR MORE OF THE FOLLOWING INSURANCE COVERAGES DEPENDING UPON THE EVENT.**
- 1. Commercial General Liability Insurance, (MINIMUM LIMITS) \$1,000,000.00 per occurrence;
 - 2. Commercial General Liability Insurance, (MINIMUM LIMITS) \$1,000,000.00 aggregate;
 - 3. Excess/Umbrella Liability Insurance, (MINIMUM LIMITS); \$1,000,000.00 per occurrence;
 - 4. Assuming a vehicle is involved as part of the event, Business Automobile Liability Insurance, (MINIMUM LIMITS) any Auto, with a combined single limit of \$1,000,000 per occurrence;
 - 5. Assuming a professional service is rendered by the user, Professional Liability Insurance, (MINIMUM LIMITS) combined single limit of \$1,000,000 per occurrence; and
 - 6. Assuming employees and not volunteers are utilized in the management of the event, Workers' Compensation Insurance, as required under New York State Law.

- F. User acknowledges that failure to obtain such insurance on behalf of the Village of Hempstead constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Hempstead. The user is to provide the Village of Hempstead with a certificate of insurance, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the municipality.

Indemnification; Defense; Cooperation.

- (a) _____ shall be solely responsible for and shall indemnify, defend and hold harmless the VILLAGE and/or its respective Board officers, employees, and agents (the "Indemnified Parties") from and against any and all actions, claims (including appeals), liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), and will defend the VILLAGE and/or its respective Boards, officers, employees and agents at its own cost and no cost to the VILLAGE in any suit, action, claim or appeal, arising out of or in connection with any acts or omissions, of _____ and/or its respective officers, employees, and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- (b) _____ shall be solely responsible for and shall indemnify, defend and hold harmless the VILLAGE and/or its respective Boards, officers, employees, and agents (the "Indemnified Parties") from and against any and all actions, claims (including appeals), liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), and will defend the VILLAGE and/or its respective officers, employees and agents at its own cost and no cost to the VILLAGE in any suit, action, claim or appeal, arising out of the _____ use of the **VILLAGE OWNED PROPERTY**.

Date: _____

By: _____
(Point of Contact for Applicant)