

FORM 1

PARADE / SPECIAL EVENT PERMIT APPLICATION

Office of the Village Clerk
Village of Hempstead
99 James A. Garner Way
Hempstead, New York 11550
(516) 489-3400

1. Name of the Organization: _____
2. Name of the Organization Representative: _____
3. Telephone and Cell Phone of Organization Representative: _____
4. Address of applicant and/or Organization: _____
5. Type of requested event: _____
6. Dates and times of use: _____
7. Location to be utilized: _____
8. Expected number of participants? _____ No. of anticipated attendees? _____
9. Requesting street closure? Yes/No Location of street closure: _____

If a street closing is requested, you need a petition authorizing the same from the residents of that street and the petition must be submitted with this request form.

10. Have you or your organization, applied for a permit in the past? Yes/No When?

11. The applicant and/or organization shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approve by the Board of Trustees by resolution.

Signature of Applicant

Dated

THE ANNEXED FORM TWO PERMIT REQUEST FORM AND FORM THREE HOLD HARMLESS AGREEMENT MUST BE EXECUTED AND RETURNED WITH THIS REQUEST FORM

ALL REQUESTED INFORMATION MUST BE SUBMITTED FOR YOUR REQUEST TO BE REVIEWED BY THE VILLAGE AT LEAST 45 DAYS PRIOR TO THE EVENT

****BE ADVISED THAT DEPENDING UPON THE SIZE AND DURATION OF THE EVENT AND ANTICIPATED EXPENSE THAT THE VILLAGE MAY INCUR THE VILLAGE MAY REQUIRE A FEE TO ISSUE THE PERMIT *****

UPON COMPLETION, SUBMIT THIS FORM TO THE
OFFICE OF THE VILLAGE CLERK

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 change a fee to park in any municipal owned property.
5. If the applicant is requesting to use a municipal parking field and meters are in use during the event in weekdays, applicant must pay for the parking meter.
6. User permits may be revoked at any time.
7. 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 used of the municipal owned property.
8. Groups must confine their activities to the facility of the area designated on the Parade/Event Request form.
9. A permit may be revoked and future permits denied if, as solely determined by the Village, an improper use is determined.
10. 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 REVOCATION 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. B. 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 offices, 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 endorsement.

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 combine single limited 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, Worker's 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 Disbursement) 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 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)

FORM 3

VILLAGE OF HEMPSTEAD'S HOLD HARMLESS AGREEMENT WITH

This agreement, made this _____ day of _____, 20____, by and between the Incorporated Village of Hempstead (hereinafter referred to as the **VILLAGE**), a municipal corporation of the State of New York, having its principal office at Village Hall, 99 Nichols Court, Hempstead, New York, 11550, and _____ (hereinafter referred to as the Permit Seeker), having an office at _____.

WHEREAS, the **VILLAGE** requires that enter into a Hold Harmless and Indemnification Agreement covering the **VILLAGE** in its capacity as owner and/or operator of the **VILLAGE PROPERTY for the parade/event set forth in the request form annexed hereto.**

NOW THEREFORE, THE PARTIES HERTO MUTUALLY AGREE AS FOLLOWS:

The permit Seeker _____ agrees to defend, indemnify and hold the **VILLAGE**, its agents, servants, and/or employees harmless from and against all claims, including reasonable attorney fees and liability, arising out of or in connection with the parade / event set forth in the form annexed hereto. Further, it is expressly understood that such indemnity of the **VILLAGE** shall not be limited by reason of enumeration of any insurance coverage provided.

In the event of legal action or claim brought by a third party action against the **VILLAGE** or a claim brought By the **VILLAGE** to enforce this Agreement, collect any amount due under this Agreement or because of a breach in performance of any term, condition. Covenant, and/or obligation of this Agreement on the part of the **Permit Seeker** to be kept or performed, **Permit Seeker** shall, in addition to all duties set forth herein, reimburse the **VILLAGE** for all expenses incurred, including reasonable attorney fees, which it may incur in furtherance of this Agreement.

The waiver by the **VILLAGE** of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this agreement shall be deemed waived by the **VILLAGE** unless said waiver is in writing and signed by the Mayor of the **VILLAGE**.

Permit Seeker represents that it is sufficiently staffed, skilled and experienced in the type of services set forth herein, and further represents that it staffed with personnel

who are duly licensed and qualified under all applicable federal, state and locals laws to engage in the activities as set forth herein.

The term of this Agreement shall be the date and the times set forth parade/public assembly form.

The terms of this Agreement may not be changed, except by a written amendment executed by the **VILLAGE** and **Permit Seeker**.

This agreement subsumes and replaces any and all prior written and/or oral Agreements by **Permit Seeker** to release, hold harmless and indemnify the **VILLAGE** with regard to the subject matter of this Agreement.

This Agreement and the representations and warranties contained herein shall inure to the benefit of the **VILLAGE**, its employees, agents, and/or subcontractors, and shall bind the **Permit Seeker**, its successors and/or assigns. The **Permit Seeker** represents that it shall comply with all applicable local, state and federal laws while conducting its activities in connection with this Agreement.

Permit Seeker

By Name: _____

By Name: _____

Village of Hempstead

Title: _____

State of New York }
 } ss.:
County of Nassau }

On this ____ day _____ of, 20__, before me personally came _____, personally know to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, whose name is subscribed to the above instrument and acknowledged to me that he/she execute the same in his/her official capacity as _____ of _____.

Notary Public

