



**LARGE/SPECIAL EVENTS RIDER TO
FACILITIES USE AGREEMENT (PERMIT)
(RIDER #1)**

Today's Date: _____ Date(s) Requested: _____
Field(s) Requested: _____ Time: _____ To: _____ Time: _____ To: _____

INFORMATION ABOUT USE

Name of Organization or Individual: _____
Person (Authorized) in charge: _____
Mailing Address: _____
Street City/Town/Village State ZIP
Telephone: (Day): _____ (Night): _____ (Cell): _____
Alcohol Beverages to be served: Yes No Served by NYS Licensed Third Party: Yes No

In addition to those conditions and requirements of Facilities Use Agreement (to which this Rider is attached and incorporated therein), and except as (maybe) modified at paragraph 7 hereof, the undersigned further agrees to the following additional requirements and conditions.

1. Insurance.

- a. General Liability; Dramshop-Liquor Liability Coverage. A general liability binder, unconditional certificate or endorsement clearly providing both the following and the requirements under the Facilities Use Agreement, shall provide for not less than \$1,000,000.00 per person/\$2,000,000.00 per occurrence coverage for bodily injury, and \$250,000.00 per person/\$500,000.00 coverage per occurrence for property damage; same to be extended-broad coverage in nature. In the event alcoholic beverages of any kind shall be permitted to be served (see above) proof of further, liability insurance coverages shall be provided by the Permittee or third party vendor (caterer) and shall include dramshop liquor liability coverage with the same coverage limits or in such increased amounts as determined by the Village Board of Trustees in approving this permit.
- b. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this permit.
- c. Additional Insureds. The Village of Phoenix, 455 Main Street, Phoenix, New York 13135, shall be a named additional insured thereon, and in addition the owner or lessee of the premises comprising the site if other than the Village of Phoenix (by way of example, proof of insurance coverages for Henley Park, Lock and/or North Island(s) shall include the State of New York c/o of New York State Canal Corp. 200 Southern Boulevard, P.O. Box 189, Albany, New York 12201, and New York State Canal Corp., 200 Southern Boulevard, P.O. Box 189, Albany, New York 12201, as separate additional insureds).
- d. Additional Coverages. To the extent such event will include the services of third party contractors/vendors (e.g., caterers, fireworks displays, etc.), and except as may be otherwise permitted by Village, each vendor shall provide a general liability policy, subject to approval as to form and scope of coverage in the amount of not less than as provided above. For purposes of this agreement the term "vendor" shall include those persons or entities permitted to, as part of, or subsidiary to Permittee, perform or conduct operations or activities on the premises (as distinguished from Event guests and invitees).
- e. Primary-Non Contributor. The coverages under sections (a) and (d) above cannot include an exclusion, primary coverage or contribution requirement relative to other coverages required hereunder (i.e., each must be stand-alone non-contingent policies).
- f. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the grantee organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.
- g. Form of Evidence of Coverages. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the insureds, additional insureds, date and specific place of event. The form of same must be approved by the Village Attorney not less than seven (7) days prior to the event. The Village reserves the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Permit.

- 2. Event Duration. If a one day Event, the same shall be shall be conducted from 10:00 a.m. to not later than 9:00 p.m. Set up for the event may commence the evening prior if the facilities are not booked or from 9:00 a.m. the day of event.



**Facilities Use – Large/Special
Event(s) Permit(s)**

3. Fee/ Deposit. The Fee and any required Deposit payable to the Village of Phoenix for the event shall be payable by cash, check or money order to the Village Clerk not less than ten (10) days prior to the event. The (Security/Damage) Deposit shall be refunded to Permittee only upon full completion of cleanup of the entire site not later than fourteen (14) hours following an evening event, or six (6) hours following a day event ending before 5:00 p.m., or same may be retained by the Village.
4. Approved Event Plan. An Event Plan consisting of a plot plan (may be hand sketched) shall be provided to the Village Administrator not less than ten (10) days prior to the event showing the proposed location of facilities, areas intended for exclusive use (to the exclusion of park patrons) and areas specifically intended for park patron use (which may include common usage by event patrons as long as not suggestive of, nor otherwise effecting exclusive use) and written details of the event (#'s of guests; names, contact information for vendors, NYS Liquor Authority licensure and insurance particulars, security, parking, traffic control, etc. as applicable). The plan shall include, amongst other things, a description and location of all refuse and recyclables, third party operations incidental or subsidiary to the permitted use, and toilet, port-a-potty or similar facilities. Approval of the Event Plan is specifically a condition precedent to the effectiveness of this permit.

To the extent this permit is for the use of public park facilities, or facilities within which others may have an interest, the undersigned acknowledges that the Village is not unconditionally permitting the exclusive use of such facilities. As such, Permittee's rights hereunder shall, notwithstanding grant of this permit, be at all times subject to the rights of any other interest holders and the public.

To the extent the Event Plan is not implemented as proposed, this may result in non-issuance or revocation of the permit, termination or early termination of the Event, and/or imposition of an additional fee prior to, during or following the event for services required to be provided by the Village in order to maintain public safety (including police protection), order and/or cleanliness.

5. Permittee's Responsibilities. Permittee shall be solely responsible for the conduct of all of its and its vendors, employees, agents, guests and invitees' activities on or nearby the permitted site during the duration of the event and hereby acknowledges and agrees that the release and indemnification, defense, hold harmless provisions hereunder shall apply regardless of the presence of Village or other law enforcement. As such, Permittee shall nevertheless be responsible for maintaining order, preventing vandalism, breach of the peace and similar and disturbance, and for violation of any applicable laws, including the Village Code. Permittee shall be solely responsible for cleanup of the site following the Event including the removal of all trash, refuse, recyclables and restoration of any damage to the property occurring during the Event within the time period described at paragraph 3 of this Rider. Notwithstanding any specific provisions hereof, the Permittee shall nevertheless be required to abide by all Village and other applicable laws, rules and regulations and to ensure that those within its control and/or otherwise subject to (a) subordinate agreement(s) with the Permittee, its agents, contractors, guests, invitees and the like shall likewise abide by same.
6. Indemnification /Release Provisions Confirmed. The agreement of Permittee to release and indemnify, defend and hold harmless the Village of Phoenix is hereby extended to those other parties named as additional insured's, as required hereunder, and is expressly confirmed to include all claims, liabilities, suits, damages and the like arising from any and all acts or omissions, whether or not negligent or wrongful, of the Permittee, its contractors, vendors, agents, it's or any of their employees or subcontractors or any of their guests and/or invitees. If required by Village at Paragraph 7 of this Rider, Permittee shall be solely responsible for securing any required releases, indemnification-hold harmless agreements and/or evidence of insurance coverage's from its vendors or other persons or entities conducting Event subsidiary or support activities. This requirement notwithstanding, the securing of same shall not diminish, or relieve Permittee from its responsibilities hereunder.
7. Modified Additional Conditions (shall be typed in as part of this form or if handwritten shall be initialed by authorized representative of Village and Permittee). _____

The undersigned is an authorized representative of the individual or organization named herein, and is over 21 years of age and has read this form and agrees to comply with the terms herein and to ensure the compliance of its organization, guests, invitees, vendors and contractors.

[ORGANIZATION(S)/INDIVIDUAL(S)]

By: _____

Name: _____

Title: _____