

Kevin M. Byrne  
County Executive



Christopher Ruthven  
Deputy Commissioner of  
Parks

Department of Public Works

**Application for Group Use  
of  
Putnam County Veterans Memorial Park**

201 Gipsy Trail Rd.  
Carmel NY 10512  
845-808-1994

[Parks@putnamcountyny.gov](mailto:Parks@putnamcountyny.gov)

PARK FEES

Group Use: \$100.00 / Day  
\$50.00 / ½ Day

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Initials: \_\_\_\_\_

### **Instructions**

**To reserve a date on the calendar, the reservation fee, application, and Release and Hold Harmless Agreement must be returned to the Park Office. No reservations will be made until these items are received.**

A Certificate of Liability is required prior to the day of the event. Insurance must meet Putnam County Requirements. **This must be on an Accord form.**

The description of Operations on the Insurance Certificate Must Read:  
Putnam County is named as the additional insured for date and event specified on application.

The Certificate Holder on the Insurance Certificate Must Read:

**Putnam County  
48 Gleneida Avenue  
Carmel, NY 10512  
Attention: Risk Manager**

Reservation Fees can be refunded up to 2 weeks prior to the scheduled date.

If scheduling within 2 weeks of the event a non-refundable Group Use Fee is required with the application.

The Reservation Fee automatically becomes the Group Use Fee two weeks prior to the event. No additional fees are required.

## **FACILITY USE REQUIREMENTS**

The use of Putnam County facilities shall be subject to the approval and rules of the Risk Management Department administered by the Putnam County Risk Manager.

1. Organizations wishing to use Putnam County facilities shall first apply to Veterans Memorial Park on the prescribed form. The Risk Manager has final authority on approval.
2. In the event of inclement weather, the Park staff have the final authority on whether facilities are useable.
3. Intoxicants shall not be brought onto/into facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to Putnam County facilities shall be promptly repaired at the user's expense. EXCEPTIONS. If maintenance personnel are not available, make sure all doors are locked and lights are turned off when leaving.
7. Organizations using Putnam County facilities must clean up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years of age always requires the presence of adequate adult supervision.
10. The fee for use is \$ \_\_\_\_\_, payable before use begins.
11. The emergency telephone number for the Police or Fire Dept is 911. The appropriate authority must be contacted in the event of an emergency.
12. When required, users must provide the following insurance prior to use of Putnam County Facilities:

### **Commercial Users/Business/Not-for-profit/Municipal**

1. The user hereby agrees to effectuate the naming of Putnam County as an Additional Insured on the user's policy.
2. The Policy naming Putnam County as Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
  - b. contain a 30-day notice of cancellation.
  - c. State that the organization's coverage shall primarily cover Putnam County; its employees and volunteers; and
  - d. Additional Insured status shall be provided with ISO endorsement CG2026 or its equivalent.
3. The user agrees to indemnify Putnam County for any applicable damages.
4. Enclose a copy of the endorsement providing Additional Insured status.
5. Required insurance:

**Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2000,000 aggregate
6. User acknowledges that failure to obtain such insurance on behalf of Putnam County constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to Putnam County. The user is to provide Putnam County with a Certificate of Insurance evidencing the above requirements have been met. The failure of Putnam County 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 Putnam County.

### **Individuals:**

Required insurance:

### **HOMEOWNERS INSURANCE**

Section Two-Liability: \$300,000 limit of liability. Policy shall not exclude off premises activities of the insured.

Initial: \_\_\_\_\_

**PUTNAM COUNTY USE OF FACILITIES DOCUMENT**

PUTNAM COUNTY VETERAN'S MEMORIAL PARK

**APPLICATION FOR USE OF PUTNAM COUNTY FACILITIES**

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Park Location Requested: \_\_\_\_\_

**INFORMATION ABOUT YOUR GROUP:**

Name of Organization or Individual: \_\_\_\_\_

Time: From: \_\_\_\_\_ To: \_\_\_\_\_ Supervisor in Charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone with Area Code: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

**INFORMATION ABOUT YOUR INTENDED USE OF COUNTY FACILITIES:**

Purpose for use: \_\_\_\_\_

Total participants expected: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Is material or equipment required from Putnam County? (Check One) YES: \_\_\_\_\_ NO: \_\_\_\_\_

If material and/or equipment is needed what type(s) and for what purpose(s): \_\_\_\_\_

Is an admission fee charged? YES: \_\_\_\_\_ NO: \_\_\_\_\_

If so, what will the proceeds be used for? \_\_\_\_\_

**AGREEMENT:**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to Putnam County for the use and care of the facilities. He/she, on behalf of NAME OF ORGANIZATION, DOES HEREBY COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Putnam County, New York, from and against all liability, loss, damages to the extent permissible by law, arising out of or in connection with the actual or proposed use of Putnam County Properties, facilities and/or services by ORGANIZATION.

\_\_\_\_\_  
Signature of Organization's Representative

( ) \_\_\_\_\_  
Telephone Number with Area Code

\_\_\_\_\_  
Complete Address

**Initial:**

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**RELEASE AND INDEMNITY AGREEMENT**

The organization known as, \_\_\_\_\_, having a principal address of

\_\_\_\_\_ (Hereinafter referred to as the "RELEASOR"), in consideration of the permission granted to it by the County of Putnam, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, having offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "COUNTY"), to enter upon and use County owned land and/or premises for a group function, hereby formally covenants, agrees and binds itself as follows.

1. The RELEASOR covenants and agrees to fully and forever release and discharge the COUNTY and any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement.
2. The Releasor covenants and agrees to forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise, and from pressing, collecting or otherwise against the County or any officer, agent, servant, representative or employee of the COUNTY upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether, or not presently known, which the undersigned ever had, now has or hereafter can, shall or may have, or allege, based upon any negligence of whatsoever nature, ordinary or gross, whether or not presently known with respect to or arising out of or in connection with any personal injury, including death, property damage arising out of permission granted under this agreement.
3. The Releasor covenants and agrees to defend, indemnify, and save harmless the COUNTY and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement.
1. The Releasor covenants and agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**Initial:** \_\_\_\_\_

**The RELEASOR hereby states that it has carefully read this instrument and fully understands its contents and is fully aware that it is a release of liability and is signing it of its own free will.**

**READ AND AGREED:**

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

\_\_\_\_\_  
Please print name and title

STATE OF NEW YORK:                                )  
  ) as:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came

\_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and he /she acknowledged to me that he/she executed the same.

**Rules and Regulations  
for  
Putnam County Veterans Memorial Park**

- 1) **Park Hours Daily:**
  - 10:00a.m. - 7:30p.m. (Memorial Day to Labor Day)
  - 10:00a.m. - 3:30p.m. (Fall, Winter, and Spring)
  - (Park is closed Thanksgiving, Christmas, and New Year's Day)
- 2) Park is for the sole use of Putnam County residents and their guests.
- 3) Swimming is permitted only when a lifeguard is on duty.
- 4) Pets are not allowed in the lower park.
- 5) Boats are not allowed in the park.
- 6) Garbage must be placed in trash containers.
- 7) Fishing is permitted for children 16 and under, but not in beach area.
- 8) Organized groups may not use the park without permission.
- 9) Alcoholic beverages may not be brought into the park.
- 10) Vehicles are not permitted on the lawns.
- 11) Horseback riding is not permitted in the lower park.
- 12) Nothing may be sold or offered for sale in the park, unless the vendor first obtains a permit from the Park Superintendent in accordance with the following rules and procedures:
  - a) An application must be completed and signed by the vendor.
  - b) A fifty (\$50.00) dollar application fee must be submitted along with the application, which such fee is non-refundable if the application for a vendor permit is denied.
  - c) The Park Superintendent must grant or deny an application for a vendor permit within ten (10) days of the receipt of same.
  - d) The Park Superintendent may deny an application for a vendor permit for good cause.
  - e) The denial of an application for a vendor permit may be appealed to the County Executive within ten (10) days of such denial. The County Executive must then uphold or reverse such denial within fourteen (14) days of the receipt of such appeal.
  - f) If a vendor permit is issued, the vendor must post or display such permit at the merchandise or food booth when such vending is in progress.
  - g) A group or organization which has obtained permission to use the park and which sells food or merchandise at its event as a means of funding such event is exempt from the requirement of rule "12" herein.
- 13) No loudspeaker or similar apparatus is permitted without permission.
- 14) Plants, shrubs, or trees may not be damaged or destroyed.
- 15) Fires may be burned only in grills.
- 16) No guns or other weapons will be permitted.
- 17) Hardball will not be permitted in the park.
- 18) No feeding wild animals (geese, duck, deer, etc.)
- 19) An adult must accompany children under 16 years of age.
- 20) Bus passengers will not be admitted to the park, except with special permit.
- 21) No metal detectors allowed in the park.
- 22) Parking permit sticker must be always affixed on each vehicle.

The Putnam County Veterans Memorial Park employees are empowered to exclude from the park, anyone who, in their opinion, disobeys park rules and regulations, creates a nuisance, or jeopardizes the safety, health or comfort of visitors. We urge you to cooperate in maintaining your park.