COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE PUTNAM COUNTY EXECUTIVE

Application for Group Use of Putnam County Facilities

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

Parks@putnamcountyny.gov

Putnam County Veterans Memorial Park Fees

Group Use Permit* per day		
	up to 250 people	over 250 people
Family, Non for Profit, or Club	\$150.00	\$250.00
Commercial or for Profit	\$250.00	\$350.00
*Security deposit requirec (per event)	\$150.00	\$300.00
Commercial Events Charging parking fee per car \$2.0 Commercial Events charging Admission 15% fee on Ticket Sales		
Whipple-Feeley Chapel Rental* per *Security deposit requirec (per event)	r day (capacity 99 pe	ople) \$250.00

Table of Contents

Page 2. Instructions & Putnam County Insurance Requirements Page 3-4. Facility Use Requirements & Rules and Regulations Pages 5-7. Application & Release and Indemnity Agreement

Application #:	Initials:
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INSTRUCTIONS

To reserve a date on the calendar the following items **must** be submitted to the Park Office:

Application
Release and Hold Harmless Agreement
Reservation Fee
Security Deposit

A **Certificate of Liability** is required 2 weeks 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

INSURANCE REQUIREMENTS

- 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/individuals coverage shall primarily cover Putnam County; its employees and volunteers
 - 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/\$2,000,000 aggregate

LIMITS	
EACH OCCURRENCE	\$ 1,000,000
DAMAGE TO RENTED PREMISES	
MED EXP (Any one person)	
PERSONAL & ADV INJURY	
GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS-COMP/OP AGG	
Deductible	_

INDIVDUALS HOMEOWNERS INSURANCE

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

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.

pplication #:	Initials:
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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. NO 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.

RULES AND REGULATIONS FOR PUTNAM COUNTY VETERANS MEMORIAL PARK

1) Park Hours Daily:

10:00 a.m. - 7:30 p.m. (Memorial Day to Labor 10:00 a.m. - 3:30 p.m. (Fall, Winter & Spring) (Park is closed Thanksgiving, Christmas and New Years)

- 2) Swimming is permitted only when a lifeguard is on duty.
- 3) Pets are not allowed in the Lower Park. Dogs allowed in Putnam County Guardian Dog Park ONLY with Membership.
- 4) Boats are not allowed in the Park.
- 5) Garbage must be placed in trash containers.
- 6) Fishing is permitted for children 16 and under, but not in beach area.
- 7) Organized groups may not use the park without permission.
- 8) Alcoholic beverages may not be brought into the park.
- 9) Vehicles are not permitted on the lawns.
- 10) Horseback riding is not permitted in the lower park
- 11) 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 in the event that 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 "11" herein.
- 12) No loudspeaker or similar apparatus is permitted without permission.
- 13) Plants, shrubs, or trees may not be damaged or destroyed.
- 14) Fires may be burned only in grills.
- 15) No guns or other weapons will be permitted.
- 16) Hardball will not be permitted in the Park.

Application #:	Initials:
17) No feeding wild animals (geese, ducks, deer, etc.)	

- 18) An adult must accompany children under 16 years of age.
- 19) Bus passengers will not be admitted to the Park, except with special permit.
- 20) No metal detectors allowed in the Park.
- 21) Parking permit sticker must be affixed on each vehicle at all times.

Notice: Putnam County Guardian Dog Park access is allowed during events using alternate access road.

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.

READ AND AGREED:	
Dated:	Signed:

Application #:	
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Initialat	
Initials:	

For Official Use:
Application



APPLICATION FOR USE OF PUTNAM COUNTY FACILITIES Notarized Release

ATTECATION	Group Use	OUT TACL	/	Insurance Payment Amount
Today's Date:	_]] 	Method Date Receipt # Received By
CONTACT INFORMATION:			L	
Name of Organization or Individu	ıal <u>:</u>			
Supervisor in Charge:				
Street Address:				
City:				
Daytime Telephone:				
Email Address:				
EVENT INFORMATION:				
Title of Event (if any):				
Start Date: Please include days for setup and teards Park Location Requested:	End Date:			
Putnam County Veterans MPutnam County Veterans MWhipple Feeley Chapel			Trailway ter Farm	
Start Time: Please include setup and teardown time Purpose for Use:				
Total Participants Expected:				
Is the event open to the Public?	☐ Yes ☐ No			
Is there an admission fee or ticke	ets being sold for your event?	☐ Yes ☐] No	
If yes, what are the proceeds be	ing used for?			
Is a parking fee being charged fo	or your event? Yes	No		
Will you need tables under the p	avilions moved for your event	?] No	

Application #: Ir	nitials:
If yes, please give a description below.	
	<u></u>
Vendor Information: Vendor permits are \$50 per day	
Are vendors attending your event? Yes No	
All vendors must apply and obtain a vendor permit at least 10 days prior to the event Are food vendors attending your event? Yes No All food vendors must apply and obtain a vendor permit BEFORE the event & have a valid Food Service Permit from the Putnam County Health Dept.	
Are there Caterers attending your event? Yes No All caterers must have a valid Food Service Permit from the Putnam County Health Dept.	
Is overnight stay on premises needed during your event? Yes No All persons must complete an application and be approved at least 10 days prior to your event \$20 per day	
Add-ons for Rentals:	
10'x20' Pop-up Tent (max. 2) \$50	
RELEASE AND INDEMNITY AGREEMENT	
The organization/individual known as,	

- 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

Application #:	Init	ials
demands, rights of action or causes of anticipated or unanticipated, resulting granted under this Agreement. 4. The RELEASOR covenants and a as permitted by the laws of the States	nts, representatives or employees from any and all claims, of action, present or future, whether same be known or unknown, g from any cause whatsoever arising out of the permission agrees that this release is intended to be as broad and inclusive of New York, and that if any portion of this agreement is held shall, notwithstanding, continue in full force and effect.	
	that it has carefully read this instrument and fully is fully aware that it is a release of liability and is	
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

executed the same.

described in and who executed the foregoing instrument and he/she acknowledged to me that he/she

to me known and known to me to be the person