

# Village of Gowanda Event Application

***Please be advised the Village cannot reserve parking spaces or restrict other people's activities in the park unless the activities are illegal. Our parks are open for public use.***

Name of Event: \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Location of Event (Facilities Requested): \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event (start/end): \_\_\_\_\_

Organization Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name of person responsible for organization or group: \_\_\_\_\_

Name of person and contact information of individual who will be in attendance at event: \_\_\_\_\_

0-25 Attendees Anticipated (\$25 Security Deposit Required) \_\_\_\_\_

25- 100 Attendees Anticipated (\$100 Security Deposit Required) \_\_\_\_\_

100+ Attendees Anticipated (\$250 Security Deposit Required) \_\_\_\_\_

Events for over 5,000 people need DOT permit (please attach): \_\_\_\_\_

- Request for Street Closings (closing and re-opening) – attach separate sheet
- Detailed Map of Event Area (include vendors, staging, show area, etc.) – attach separate sheet

List of any special equipment to be borrowed from village: \_\_\_\_\_

First Aid Provisions: \_\_\_\_\_

Restroom Provisions (required for 25+ capacity): \_\_\_\_\_

Trash Provisions: (required for 25+ capacity): \_\_\_\_\_

# Regulations:

1. Event insurance coverage is required as outlined below:
  - a. Release and Waiver of Liability and Assumption of Risk
  - b. ALL vendors that will be part of this event must provide proof of Commercial General Liability Insurance coverage at limits of \$1,000,000 of liability coverage and aggregate to the village listing the village as additional insured. Any food vendors are subject to NYS Health Department Codes and must obtain a Health Department Permit. Certificate of Insurance must indicate that product liability coverage is included. If vendor will be bringing motor vehicle(s) on village premises, certificate of insurance must include proof of applicable liability coverage in the amount of at least \$1,000,000 per accident. (liability insurance certificate required).
  - c. Large Event Sponsors will either (i) provide the Village of Gowanda with a certificate of insurance naming the Event Sponsor as insured and the Village of Gowanda as additional insured or (ii) execute the Indemnification Agreement on the immediate page. (see insurance and indemnification)
  - d. **NOTE:** Certificates of Insurance must be provided to the Village of Gowanda at least fourteen (14) days prior to the scheduled event.
2. State and Federal Law prohibits smoking in all municipal buildings and grounds (including parks and park structures).
3. Public consumption of alcoholic beverages in Village parks is prohibited by law. Designated areas can be determined by the Board on a case-by-case basis for Village, GARC or Chamber sponsored events. For events involving sale of alcoholic beverages, event sponsor must arrange for and provide proof of liquor license and legal liability insurance at a limit of \$1,000,000 per occurrence also listing the village as additional insured.
4. No glass bottles allowed and are prohibited within Village parks.
5. All garbage and disposal of garbage related to the event shall follow the “carry in- carry out” rule requiring that your group/organization is responsible for the removal of trash and recycling items generated during your event and must be cleaned at the end of the event. No littering or dumping of any kind is acceptable. Trash provisions for 25+ event participation will be reviewed by the Village Board prior to approval.
6. A porta john or restroom provisions must be provided for groups of 25+ and will be reviewed by the Village Board prior to approval.
7. Destruction or defacing of the park property is prohibited. Use of paint or spray paint is prohibited. Please do not cut, destroy, dig or deface any trees, plant life or property. All signs must be removed at the end of your event.
8. A refundable Security Deposit will be collected by the Village Clerk for all events with the amount determined by the number of anticipated attendees. The Security deposit will be refunded by the Village clerk after the event if all park regulations have been adhered to in this agreement, and the original condition of the park and event area is restored. Should the park and grounds be damaged, or trash not properly removed, the security deposit will be retained by the Village of Gowanda to cover expenses related to repair and trash removal.

9. Parking is restricted to designated parking areas only. Parking along the street and on park grounds outside the designated parking areas is prohibited.
10. Events can take place from sunrise to sunset. All Park event activities will be concluded at sunset. Village Board will review prior to approval.
11. No open fires are allowed.
12. Generators are allowed and must be identified on the application.
- 13. All events and participants are subject to random inspection by a village official.**

This application will be forwarded to the following departments for their review:

Gowanda Police Department

Gowanda Public Works Department

**I understand the event regulations established by the Village of Gowanda and responsible for all regulations. I understand that I am responsible for the repair or replacement of any damage incurred to the park contents during the permitted activity and will clean-up the area utilized. I understand that failure to do so may result in additional charges and threaten future use:**

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**Applicant Signature**

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**Date**

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**Approval (Police Department)**

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**Date**

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**Approval (Village of Gowanda)**

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**Date**

## **Insurance and Indemnification of Village**

The organization submitting this Event Application (the “Event Sponsor”) represents and warrants that if:

- (1) Understands and accepts that it will be fully liable for any and all personal injury to or property damage of the Village of Gowanda, Village Employees or any third party caused in whole or in part by the Event Sponsor, its officers, employees, volunteers, contractors, sub-contractors, agents, parties hired by the Event Sponsor and parties authorized or permitted to participate in the event by the Event Sponsor, including but not limited to independent contractors such as vendors selling goods or services at the Event; and
- (2) Understands and accepts that the Village of Gowanda’s policies of insurance will not and do not provide coverage with respect to any aspect of the event to or for the activities of Event Sponsor, its officers, employees, volunteers, contractors, sub-contractors, agents, parties hired by the Event Sponsor and parties authorized or permitted to participate in the event by Event Sponsor, including but not limited to independent contractors such as vendors selling goods or services at the Event; and
- (3) Will either (i) provide the Village of Gowanda with a certificate of insurance naming the Event Sponsor as insured and the Village of Gowanda as additional insured, that will provide insurance coverage for property damage and personal injury in an amount not less than \$1.0 Million dollars per claim and in the aggregate, for any loss or liability relating to or arising out of the Event and caused in whole or in part by Event Sponsor, its officers, employees, volunteers, contractors, sub-contractors, agents, parties hired by the Event Sponsor and parties authorized or permitted to participate in the event by the Even Sponsor, including but not limited to independent contractors such as vendors selling goods or services at the Event, or (ii) execute the Indemnification Agreement on the immediately page.

Event Sponsor: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# **Indemnity Agreement**

This agreement is entered into by \_\_\_\_\_ (Event Sponsor), with a principal place of business at \_\_\_\_\_ and the Village of Gowanda (the "Village"), a municipal corporation organized under the laws of the State of New York, with an office at 27 East Main Street, Gowanda NY 14070, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WHEREAS, Event Sponsor has applied for a permit to hold a \_\_\_\_\_ [describe event] (the "event") from the Village; and

WHEREAS, as a condition precedent to granting such permit the Village requires the Event Sponsor to either provide a Certificate of Insurance to the Village, naming the Event Sponsor as insured and the Village of Gowanda as additional insured, that will provide insurance coverage for property damage and personal injury in an amount not less than \$1.0 million dollars per claim and in the aggregate, for any loss or liability relating to or arising out of the Event and caused in whole or in part by Event Sponsor, its officers, employees, volunteers, contractors, sub-contractors, agents, parties hired by the Event Sponsor, including but not limited to independent contractors such as vendors selling goods or services at the Event, or to execute this Indemnity Agreement; and

WHEREAS, Event Sponsor has determined to enter into this Indemnity Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Event Sponsor agrees as follows:

1. Event Sponsor hereby agrees to indemnify, defend and hold harmless the Village and any officer, employee or agent of the Village, from and against all demands, claims, actions, or cause of action, assessments, payments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys fees and expenses (collectively "Damages") asserted against, resulting to, imposed upon or incurred by the Village and /or any officer, employee, or agent of the Village, by reason of, resulting from or arising out of the Event and caused in whole or in part by Event Sponsor, its officers, employees, volunteers, contractors, sub-contractors, agents, parties hired by the Event Sponsor and parties authorized or permitted to participate in the event by Event Sponsor, including but not limited to independent contractors such as vendors selling goods or services at the event.
2. a. Neither this Indemnification Agreement nor any right or interest hereunder shall be assignable by any party hereto without the other party's prior written consent.  
  
b. Except as required by law, no right to receive payments under this Indemnification Agreement shall be subject to anticipation, commutation, alienation, sale, assignment

by operation of law, and any attempt, voluntary or involuntary, to affect such action shall be null, void and of no effect.

c. This Indemnification Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors.

d. Any notice given to any party hereto shall be in writing and shall be deemed to have been given when delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated at the beginning of this Agreement.

e. This Indemnification Agreement supersedes all prior written or oral agreements between the parties with respect to the matters contemplated herein, and is intended as a complete and exclusive statement of the terms of the agreement between parties with respect to the subject hereof. This Indemnification Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Indemnification Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Indemnity Agreement, except by written instrument of the party charged with such waiver or estoppel.

f. The validity, interpretation, performance and enforcement of this Indemnity Agreement shall be governed by the laws of the State of New York.

Event Sponsor

Village of Gowanda

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Release and Waiver of Liability and Assumption of Risk**

**Waiver:** In consideration of being permitted to participate in the [name event and sponsor] \_\_\_\_\_, hereinafter called "The Event", I, myself, do hereby release, waive, discharge and covenant not to sue the Village of Gowanda, its officers, employees, and agents from liability from any and all claims whatsoever, whether known or unknown, including claims relating to the negligence of the Village of Gowanda, its officers, employees, and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss and/or damage arising from, but not limited to participation in The Event.

**Assumption of Risks:** Participation in The Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injury, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Event. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability and assumption of risk and fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_  
                    Print Name