



FOOD VENDOR PERMIT APPLICATION

8220 Loop Road
 Baldwinsville, New York 13027

315-635-5999

parks@townoflysander.org

Daily: \$25.00

Monthly: \$50.00

VENDOR

BUSINESS NAME:		TAX ID#:	
OWNER/OPERATOR:			
ADDRESS:			
EMAIL:		CELL#:	
ON-SITE OPERATOR:			

TERMS & CONDITIONS:

1. The Licensee covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town of Lysander, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Licensee if self employed, Licensee's employees, agents, or sub-Licensees; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee. It is expressly understood and agreed between the parties that the entire hold harmless provision is intended to require the Licensee to defend and indemnify the Town for misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee and not for misfeasance, omission of duty, negligence or wrongful act on the part of the Town.
2. The Licensee agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Licensees, and Broad Form Property Damage Coverage with minimum limits of not less than two million dollars (\$2,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The Licensee also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than two million dollars (\$2,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The Licensee also agrees to obtain and maintain Liquor Law Legal Liability Insurance with minimum limits not less than two million dollars (\$2,000,000.00) if and when applicable. The required insurance policies shall be endorsed to include the Town of Lysander as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Lysander Parks and Recreation Department; 8220 Loop Road; Baldwinsville, New York 13027, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies. Licensee will comply with all traffic and parking control guidelines as established by the Parks and Recreation Department prior to the event.
3. In acceptance of this Agreement, the Licensee covenants and agrees to comply in all respects with all Federal, State and County laws which pertain here-to regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
4. The Licensee agrees that it, its members, guests and invitees shall at all times comply with all rules and regulations of the Parks and Recreation Department, and shall reimburse the Department for any and all damages done to the Town of Lysander facilities as a result of the contracted event. Licensee understands that they are responsible for any and all damages or injuries they cause to any individuals within or outside the Town facilities as well as any and all damages or injuries to any individual or property outside of the Town facility, which may be caused by the events or activities as described and contracted for in this document. The licensee further agrees to furnish the Department a certificate of liability insurance which shall evidence the requirements of insurance including Workers' Compensation and Employers' Liability Insurance as identified in Section 2 wherein the Licensee is insured and the Department of Parks and Recreation and the Town of Lysander are designated as additional insured for minimum commercial general liability insurance of \$2,000,000 per each occurrence and \$2,000,000 per general aggregate, covering the dates of usage of the County facility. The cost of said insurance shall be solely that of the Licensee. Failure to comply with this provision shall render this agreement null and void.
5. The Licensee agrees to furnish the Town of Lysander with, and display at all times within the licensee's vending unit a Mobile Food Service Permit issued by Onondaga County Department of Health. Adherence to New York State Regulations for Food Service Establishments as enforced by Onondaga County Department of Health is the responsibility of the licensee.
6. Subject to Section 4 of this Agreement. Licensee will be held responsible and be invoiced for any damage done to park property and facilities that may occur during the event. Payment must be received no later than two weeks after invoiced by the Parks and Recreation Department OR licensee forfeits future use of Town of Lysander Park facilities. Licensee is responsible for care of all equipment and personal property stored on park property before, during or after said event and waives responsibility of licensor should such equipment be damaged or lost.



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TERMS & CONDITIONS (continued):

- Licensee will not permit any handbills or flyers to be posted on park property or cars or distributed to the public in attendance at the event, without receiving approval from the Parks and Recreation Department Administration.
- All terms and conditions of this license may not be assigned, subcontracted, leased or sold by the Licensee without receipt of the prior written permission from the Parks and Recreation Director.
- An approved, signed copy of this license must be submitted by the licensee to any Parks and Recreation Department employee upon request on the day of the contracted event.
- Licensee agrees to collect, report and remit any admission taxes to Local, State and/or Federal governments as required by law. The Licensee hereby agrees that it is solely responsible to determine which taxes, if any, are applicable.

PERFORMANCE OBLIGATIONS:

DESCRIPTION	DUE DATE:
Town of Lysander Vendor Permit	
Certificate of Liability Insurance	
New York State ABC Permit	
Liquor Liability Insurance	
Onondaga County Health Permit	

FINANCIAL OBLIGATIONS:

The completed application shall be submitted along with full payment, and all applicable documents to the Town of Lysander Parks and Recreation Department; 8220 Loop Road; Baldwinsville, New York 13027. Acceptable forms of payment include check, money order, certified check, or credit card payable to the Town of Lysander. All credit card payment is charged a processing fee of 2.65% or a minimum of \$3.00 by MuniCIPAY. To pay with a credit card please visit or call the Parks and Recreation Department office during posted business hours Monday – Friday, or provide below the best daytime telephone number to receive a call at. _____

I hereby acknowledge that this application is for the dates and times indicated above and is subject to all rules and regulations of the Lysander Parks and Recreation Department. I have read, understand and agree to comply with these rules and regulations. I further verify that I am 21 years of age or older and assume responsibility for the above-named organization. I understand the Town of Lysander is providing the above-named organization with use of the designated area and that the Town reserves the right to cancel or postpone any scheduled games or to refuse use for any reason.

DESCRIPTION	AMOUNT	DUE DATE
Application Fee	\$ _____	
	Daily: \$25.00	Monthly: \$50.00

Licensee	Date	Town Supervisor or Agent	Date
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