



SPECIAL EVENT LICENSE

8220 Loop Road
Baldwinsville, New York 13027
315-635-5999
parks@townoflysander.org

Subject to all terms and conditions contained herein, the Town of Lysander hereby grants the following:

EVENT NAME: _____

EVENT DATES & TIMES: _____

LOCATION: _____

ADDITIONAL FACILITIES _____

REQUESTED: _____

LICENSEE: _____

ADDRESS: _____

PRIMARY CONTACT: _____

EMAIL: _____ CELL#: _____

WORK#: _____ HOME#: _____

SECONDARY CONTACT: _____

EMAIL: _____ CELL#: _____

WORK#: _____ HOME#: _____

Terms and Conditions:

1. Indemnification and Hold Harmless

To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the Town of Lysander, its officers, agents, employees, and representatives in connection with this Agreement (hereinafter "Indemnified Parties"), 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 bodily injury to Licensee, its employees, agents, or sub-licensees; (iii) claims of bodily injury to third-parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third-party claim or to enforce this Agreement: arising out of or resulting from the Event, including its preparation, or the enforcement of this Agreement, 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 Licensee.

It is expressly understood and agreed between the parties that the entire provision above is intended to require Licensee to defend and indemnify the Indemnified Parties for misfeasance, omission of duty, negligence, or wrongful act on the part of Licensee and not for misfeasance, omission of duty, negligence or wrongful act on the part of the Indemnified Parties.



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2. Town of Lysander - Insurance Requirements

Prior to the Event, including its preparation, Licensee shall purchase and maintain insurance of at least the following types of coverage and limits of liability with insurance carriers licensed in New York State and shall be rated no lower than "A-VII" by the most recent A.M. Best's Key Rating Guide, unless otherwise agreed to by the Town of Lysander. The coverage and limits provided by Licensee's insurance shall be the greater of those specified below or carried by Licensee.

- 1) General Liability policy with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the general aggregate, and \$2,000,000 for products and completed operations aggregate. The general aggregate limit shall apply on a per project basis.
 - a. Coverage shall be written on ISO occurrence form CG 00 01 04 13, or an equivalent, and shall cover liability arising out of premises, operations, independent contractors, products and completed operations, contractual liability, and personal and advertising injury.
 - b. There shall be no exclusion relating to New York Labor Law or municipal work.
 - c. The Town of Lysander, its officers, agents, employees, and representatives in connection with this Agreement (hereinafter "Indemnified Parties") and all other parties required by the Town of Lysander shall be included as additional insureds on a primary and non-contributory basis providing coverage for operations and products and completed operations. Additional insured coverage shall be written on ISO form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.
 - d. Licensee shall maintain coverage for the duration of the Event and products and completed operations coverage for at least 3 years after completion of the Event.
- 2) Automobile Liability policy with at least a \$1,000,000 combined single limit.
 - a. Coverage shall apply for liability arising out of all owned, leased, hired and non-owned automobiles.
 - b. The Indemnified Parties and all other parties required by the Town of Lysander shall be included as an additional insured on a primary and non-contributory basis.
- 3) Excess or Umbrella policy with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
 - a. Coverage shall be over the Licensee's underlying General Liability, Automobile Liability, and Employers' Liability policies.
 - b. There shall be no exclusion relating to New York Labor Law or municipal work.
 - c. The Indemnified Parties and all other parties required by the Town of Lysander shall be included as an additional insured on a primary and non-contributory basis.
- 4) Workers' Compensation and Employers' Liability coverage with statutory limits complying with New York Workers' Compensation Law Section 57 and General Municipal Law Section 125. Licensee must submit one of the following:
 - a. CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation available at www.web.state.ny.us, OR
 - b. C-105.2 – Certification of NYS Workers' Compensation Insurance, OR
 - c. U-26.3 – State Insurance Fund version, OR
 - d. SI-12 – Certificate of NYS Workers' Compensation Self Insurance, OR
 - e. GSI-105.2 – Certificate of NYS Workers' Compensation Group Self-Insurance.
- 5) Disability Benefits Coverage with statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) and General Municipal Law Section 125. Licensee must submit one of the following:
 - a. CE-200 - Certificate of Attestation of Exemption from NYS Disability Benefits Coverage available at www.web.state.ny.us, OR
 - b. DB120.1 - Certification of Disability Benefits Insurance, OR
 - c. DB155 - Certificate of Disability Self-Insurance
- 6) Abuse and/or Misconduct Liability Coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Licensee waives all rights against the Indemnified Parties and all other parties required by the Town of Lysander for recovery of damages to the extent such damages are covered by Licensee's required insurance policies. Licensee's required insurance policies shall not prohibit this waiver and shall contain a provision or endorsement waiving their carrier's rights of subrogation.

Licensee's required insurance policies shall contain a provision or endorsement stating that the coverage provided thereunder shall not be cancelled, non-renewed, or materially changed without providing at least 30 days' prior written notice to the Town of Lysander.

Licensee shall provide a Certificate of Insurance and copies of relevant endorsements or provisions evidencing compliance with these insurance requirements prior to the Event, including its preparation, upon renewal or replacement of a required insurance policy, and upon the Town of Lysander's request. Upon request, Licensee shall provide full copies of all policies. The Town of Lysander's failure to identify or provide notice of deficiencies in Licensee's insurance coverage shall not constitute a waiver of Licensee's obligation to satisfy these insurance requirements.

3. Licensee is responsible for being familiar with and conforming to the provisions of Part 18 of the NYS Sanitary Code; Part 800 of the State EMS Code; and all other NYS local laws or regulations which may apply to the event. Although EMS may not be required by Part 18, it is recommended that emergency first aid is made available. You may contact the Parks and Recreation Department to determine EMS responsibility. Any costs incurred shall be the responsibility of the licensee.



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4. The possession and consumption of intoxicants at Town of Lysander Parks and Recreation Department properties and sanctioned events is prohibited unless otherwise agree to by the Town of Lysander. All publicity related to the event must clearly convey this policy. Licensee is responsible for insuring that this policy is adhered to at the event including preventing the admission of individuals with more than the permitted amounts of alcohol. If alcoholic beverages are to be sold at event, Licensee or vendors under contract with Licensee must obtain a permit from the New York State Alcoholic Beverage Control Board, and a Liquor Liability Insurance Policy no less than five (5) days in advance. A copy of this permit must be submitted to the Town of Lysander Parks and Recreation Department prior to date of event. Licensee must provide security at all sites dispensing alcoholic beverages and must ensure against the selling of any alcoholic beverages to minors and to visibly intoxicated persons. All refreshments are to be dispensed in non-glass containers.
5. All food concession operations must obtain an Onondaga County Health Department permit prior to the event. Adherence to Onondaga County Health Department regulations is the responsibility of the Licensee. For Health Permit information, call 315-435-6607.
6. Licensee will provide at his/her own expense any personnel which may be considered necessary by the Parks and Recreation Department for the operation of contracted event. Such personnel could include parking attendants, cashiers, ticket-takers, sanitation and facilities attendants, security as well as any other personnel deemed necessary by the Department.
7. Licensee will provide to the Parks and Recreation Department, no later than 60 days prior to the event, detailed description of the actual event, promotional plans and attendance. The Parks and Recreation Department reserves the right to set attendance capacity limits to close the gates on the day of the event if capacity is reached. If the Parks and Recreation Department does make the decision to close the gates, Licensee is responsible for the stopping of the sale of tickets, enforcing this decision, placing manpower and signs at traffic intersections Specified by the Parks and Recreation Department to warn approaching cars that the event has been closed and notifying the media to announce the closure of the event. Maximum capacity is _____ or to be determined by the Town of Lysander.
8. 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.
9. Town of Lysander Park facilities comply with Federal standards and regulations requiring accessibility of programs and facilities to the disabled. It is the responsibility of the Licensee using these facilities to make arrangements to accommodate disabled persons attending a particular program or event, including such services as assisting non-ambulatory patrons to their seats.
10. Licensee will comply with all traffic and parking control guidelines as established by the Parks and Recreation Department prior to the event.
11. 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.
12. Licensee will provide, at own expense, portable restroom facilities to supplement permanent restroom facilities. The number of such units will be determined by the Parks and Recreation Department and specified elsewhere in this license.
13. Licensee agrees that it shall comply with all licensing requirements of the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) regarding the performance or broadcast of copyrighted music at said event.
14. 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.
15. Lysander Parks and Recreation hereby reserves the right to require proof that the person purporting to represent any firm or organization does, in fact, have the authority to bind said firm or organization.
16. Lysander Parks and Recreation hereby expressly reserves the right to, with or without notice, have its personnel enter onto the facility for the purpose of Department business.
17. 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.
18. Licensee is responsible for providing pre-numbered tickets for gated events. In addition to facility rental, the Licensee may be responsible to pay up to 15% of all admission, parking, food & beverage revenues, and solicited donations, exclusive of tax, with levy based upon factors including style of event, profit and loss statement for event, economic impact of event and promotional value to Lysander Parks and Recreation. A sales report shall be included when submitting post-event payments. This payment is due within 30 calendar days of the event, unless otherwise directed by the commissioner. The requirements contained in this specific paragraph (Paragraph 18) can only be waived by the Town of Lysander in writing prior to the event.



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19. 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.
20. Lysander Parks and Recreation expressly reserves the right to cancel or postpone any scheduled event where in its sole opinion there exist factors that may jeopardize the public and/or facilities involved. The Department further reserves the right to exercise any controls over the contracted event which are felt to be in the public interest. Furthermore, the Department will not be held liable for any and all damages created by acts of nature during scheduled event.
21. Licensee agrees to comply with Lysander Parks and Recreation Department "Carry-In/Carry-Out Litter Program." Trash bags and containers will be provided. Licensee agrees to remove all trash from containers and park premises immediately following the event. The Licensee may be required to, at his expense, select and contract with a private hauler to assist in rubbish removal. Additionally, licensee agrees to comply with local laws regulating recycling efforts. Licensee agrees to comply with Onondaga County Source Separation Law regulating recycling efforts. Under these laws, groups must recycle corrugated cardboard and paper, as well as, other mandatory recyclables like glass and plastic bottles if the quantity generated economically justifies a separate collection. For more information regarding rules and regulations of recycling, please contact OCRRA, Phone: 315-453-2866 or email: ocrra@ocrra.org. Lysander Parks and Recreation reserves the right to require that the Licensee post a clean-up bond with the Department at the time this license is issued. The Department also reserves the right to decide if the park has been cleaned to Department satisfaction; if not cleaned to the Department satisfaction, then Licensee will forfeit the entire amount of the bond to Lysander Parks and Recreation. Required? _____
22. Lysander Parks and Recreation reserves the right to evaluate and/or re-evaluate each event annually and move the location and/or date of an event without prior notice. Additionally, the Department reserves the right to deny a request to hold an event.



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Performance Obligations:

DESCRIPTION	DUE DATE:
Signed Special Event License	
Certificate of Liability Insurance	
New York State ABC Permit	
Liquor Liability Insurance	
Approved Plans: Security, EMS, Parking, Traffic Control, Sanitation, Layout, etc.	
Incident Action Plan	
Onondaga County Health Permit	
Town of Lysander Vendor Permit	
Gross Gate Report	
Post Event Payments	



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Event Details and Specific Agreements:

EVENT NAME:								
EVENT DATES & TIMES:								
SET-UP DATES & TIMES:								
PROJECTED ATTEND-	Spectators:		Participants:		Officials:		Volunteers:	
MAXIMUM TICKETS:	Admission Fee:				Parking Fee:			
ALCOHOL SALES:								
ON-SITE CONTACT:					Cell Phone #:			
PARKS & REC. CON-					Cell Phone #:			

1. EVENT DESCRIPTION: _____

2. MUSICAL ENTERTAINMENT: _____

3. CONCESSIONS (List vendors, type of items sold, description of set-up, size; Attach separate page if necessary): _____

4. ENTERTAINMENT: _____

5. AMUSEMENTS: _____

6. RADIO/TELEVISION ON-SITE (Amplified music, giveaways, games, gimmicks): _____

7. OTHER: _____



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PARKING AND TRAFFIC CONTROL PLAN:

EVENT NAME:								
EVENT DATES & TIMES:								
PROJECTED ATTEND-	Spectators:		Participants:		Officials:		Volunteers:	
MAXIMUM TICKETS:	Admission Fee:			Parking Fee:				
ON-SITE CONTACT:				Cell Phone #:				
PARKS & REC. CON-				Cell Phone #:				

1. PARKING

- HOURS: _____
- GATES: _____
- CONTROLS: _____
- FLOW: _____
- ATTENDANTS: _____
- SAFETY MEASURES: _____
- COMMUNICATION: _____
- SIGNS & POSTINGS: _____

2. TRAFFIC CONTROL

- HOURS: _____
- LOCATIONS (attach map if necessary): _____

- CLOSINGS: _____
- PATROL: _____
- COMMUNICATION: _____
- SIGNS & POSTINGS: _____



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SECURITY PLAN:

EVENT NAME:								
EVENT DATES & TIMES:								
PROJECTED ATTEND-	Spectators:		Participants:		Officials:		Volunteers:	
MAXIMUM TICKETS:	Admission Fee:			Parking Fee:				
ON-SITE CONTACT:				Cell Phone #:				
PARKS & REC. CON-				Cell Phone #:				

1. SECURITY

- HOURS: _____
- AGENCY: _____
- ROLE: _____
- POSTS: _____
- CONTROLS: _____
- SAFETY MEASURES: _____
- COMMUNICATIONS: _____
- TRANSPORTATION: _____
- OTHER: _____

2. LAW ENFORCEMENT

- HOURS: _____
- AGENCY: _____
- ROLE: _____
- POSTS (attach map if necessary): _____
- CONTROLS: _____
- COMMUNICATIONS: _____