



TOWN OF NORTH CASTLE
15 Bedford Road ~ Armonk, NY 10504
(914) 273-3000
www.NorthCastleNY.com

This document includes:

- 1. Minimum Insurance Requirements for Events**
- 2. Indemnification and Hold Harmless Agreement (*sign and return*)**
- 3. Insurance Contract (*sign and return*)**
- 4. Sample Certificate of Insurance (COI)**

Minimum Insurance Requirements for Events **Town of North Castle**

(Adopted by Town Board October 16, 2019)

Prior to the start of any event, the Sponsor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

Sponsors insurance requirements for their vendors participating in the event:

Seven working days prior to the start of any event, the Sponsor shall forward to the Town of North Castle certificates of insurance from each vendor they engage in their event evidencing insurance requirements 1 - 4.

The term "Sponsor" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 general aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Town of North Castle and their assigns, officers, employees, volunteers, representatives and agents should be named as an "Additional Insured" and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
 - B. Coverage for athletic participants must be included for an athletic team or league.
 - C. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - D. Coverage must be written on an Occurrence Policy Form.

- 2) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for, any private passenger and commercial vehicles. Required if the event involves the sponsor's motor vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate.
 - B. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 3) If applicant is applying for an Alcohol permit from the Town Board and a fee is not being charged for the alcohol, a COI must be provided to the Town with evidence of "Host Liquor Liability". If a fee is being charged to attend the event or if a charge applies for a participant to purchase alcohol or a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing "Liquor Liability" at the same limits as indicated in 1) above.
- 4) Workers Compensation Insurance [if applicable]
 - A. Coverage must specifically indicate "coverage includes N.Y. State"
 - B. Coverage Extended to include Sponsor's owners/partners.
 - C. N.Y. State Statutory Limits
 - D. To the extent permitted by New York Law, the sponsor waives all rights of subrogation or similar rights against the Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 5) Additional Umbrella Liability Requirements for Event Sponsors required when the sponsor expects over 300 people in daily attendance and is utilizing vendors.

Umbrella Liability [including coverage for General Liability, Automobile and Workers Compensation] with limits of:

- \$1,000,000 Each Occurrence if the sponsor is utilizing less than 5 vendors in the event.
- \$3,000,000 Each Occurrence if the sponsor is utilizing 6 or more vendors in the event.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town's Risk Management Committee.

The Sponsor shall furnish to the Town of North Castle Certificates of Insurance as evidence of coverage prior to the event naming the Town of North Castle as an Additional Insured **by endorsement**. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Sponsor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



TOWN OF NORTH CASTLE
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Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Sponsor's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Sponsor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Sponsor.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Name of Event: _____

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office
15 Bedford Road
Armonk, NY 10504**

TOWN OF NORTH CASTLE

Insurance Contract

I, the undersigned ("Applicant"), in consideration for the issuance of a Event Permit by the Town of North Castle, do hereby agree as follows:

1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Town Board of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
 - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
 - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
 - (c) Covers all hazards likely to arise in connection with the permitted work;
 - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
 - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
 - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.
3. Indemnification Agreement as attached hereto.

TOWN OF NORTH CASTLE

[Applicant]:

By: _____
Alison Simon, Town Clerk

By: _____
[Authorized Signature]

Dated: _____

Print Name: _____

Title: _____

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foa & Son Corporation 68 South Service Road, Ste 210 Melville NY 11747-2357		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		FAX (A/C, No): NAIC #
INSURED Sample Event Insurance Requirements				

COVERAGES**CERTIFICATE NUMBER:**Sample Event Insurance**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Full Glass Coverage \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y				NOTE: Umbrella Liability Required for Events with 300 or more People & Vendors See #5 of Event Insurance Requirements EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of North Castle NY , assigns, officers, employees, volunteers, representatives, and agents are included as additional insured for the above General Liability, Automobile Liability and Umbrella Liability policies. The Town of North Castle NY , assigns, officers, employees, volunteers, representatives, and agents are included in a Waiver of Subrogation Endorsement for the above General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies. The above policies are Primary and Non Contributory basis to any the Certificate Holder may maintain.

CERTIFICATE HOLDER**CANCELLATION**

Town of North Castle, New York
15 Bedford Road
Armonk, NY 10504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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