



TOWN OF NORTH CASTLE

Town Hall - 15 Bedford Road
Armonk, New York 10504
Established 1736

ALISON SIMON
Town Clerk

Telephone: (914) 273-3000 x42
asimon@northcastleny.com

ALCOHOL PERMIT APPLICATION

TOWN OF NORTH CASTLE CODE CHAPTER 229 – Parks and Public Lands “No alcohol consumption shall be permitted unless by permit.”

Applicant / Organization: _____ Today's Date: _____

Contact Person: _____ Is applicant over 21 years of age? Yes No

Address: _____

Email: _____ Cell Phone: _____

Event Date: _____ Description: _____

Facility / Location: _____ Number in Group: _____

An Alcohol Permit may be granted to a group or individual under the following conditions:

1. The person responsible must be at least 21 years old.
2. Only beer or wine may be served.
3. No one under age 21 years will be permitted to drink alcohol.
4. Cans and bottles must be properly recycled.
5. The applicant/organization must provide a Certificate of Liability from their insurance company naming the Town of North Castle as Additional Insured, per the Town's Minimum Insurance Requirements for Events. (Requirements on page 2)
6. The \$50 alcohol permit fee must accompany this application with check or money order payable to *Town of North Castle*.

I have read and understand the above rules and regulations and agree to abide by them. I hereby agree to release the Town of North Castle, the Town Board, employees and volunteers of any liability in connection with any damages and/or injuries that I or a member of my party may sustain in using any facility owned or operated by the Town of North Castle.

Signature of Applicant: _____ Date: _____

Complete and sign **Indemnification and Hold Harmless Agreement** on page 3 of this application.

Office Use Only

Fee Collected:
 Cash Check No. _____

Certificate of Insurance & Insurance Contract Submitted
Date: _____

Police Department Notification:
Date: _____

Permit Approved by Town Board on _____
Signature of Town Clerk _____



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MINIMUM INSURANCE REQUIREMENTS FOR EVENTS TOWN OF NORTH CASTLE

(Adopted by Town Board November 8, 2017)

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:

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) Umbrella Liability with limits of no less than \$1,000,000 Each Occurrence / \$1,000,000 Aggregate, including coverage for General Liability & Automobile. Required for events in excess of 300 people per day.
- 4) 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.
- 5) 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.

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.

NOTE: Complete and sign Insurance Contract on page 4.



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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. Not 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: _____

Original Signature Required

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
Facility Rental &/or Alcohol Permit

INSURANCE CONTRACT

I, the undersigned ("Applicant"), in consideration for the issuance of a Facility Rental &/or Alcohol 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/Organization]