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TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

Application for Festivals/Carnivals/Special Events

Must submit at least six (6) weeks prior to the regular Town Board meeting (View Schedule at www.Irondequoit.org), please submit the following to the Town Clerk's Office along with the completed application:

- Letter of Intent
- Required Insurance as per Chapter 194, "Special Events"
- \$100.00 Non-refundable application Fee
- Security deposit will be required if barricades are requested

If you have any questions, please contact the Town Clerk's Office at 585-467-8840.

**APPLICATION FOR LICENSE TO CONDUCT
FESTIVALS/CARNIVALS/EVENTS**

NOTE: This application is pursuant to Town of Irondequoit Municipal Code, Chapter 194, "Special Events", attached.

If any section is not applicable to your event, please put N/A in lieu of leaving it blank.

GENERAL:

Name of Applicant: _____

Applicant's Address: _____

Telephone Number: _____

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

Type of Event Planned: _____

Event Site Address: _____

Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES WITHIN 150 FEET OF EVENT SITE.)

Name of Outside Contractor (or Concessionaire): _____

Contractor Residence Address (Local): _____

Contractor Telephone No.: _____

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

(If additional space is needed, please list on reverse side of this sheet.)

If employees housed on event site, state in what manner: _____

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

POWER:

Type of electrical power to be used (house current, generator, etc.): _____

Location of generator on event site (Locate on map): _____

Type of lighting to be used (If searchlight is planned, indicate size and site location):

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map):

Parking location of workers and patrons' vehicles (indicate on map):

Street route to be used to transport equipment/rides to and from event site: _____

Nature and scope of event advertising: _____

Statement of method used by applicant and/or outside contractor to supervise
parking/traffic flow: _____

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance

of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only.)

Equipment/rides set up start date _____ Time _____

Event Start Date _____ Time _____

Event Completion Date _____ Time _____

Equipment/rides take down date _____ Time _____

RESPONSIBLE PARTIES:

Person or alternate located on event site and responsible for all event activities during its operations:

NAME _____

ADDRESS _____

TELEPHONE NO. _____

NAME _____

ADDRESS _____

TELEPHONE NO. _____

Date of Application: _____

Signature of Applicant: _____

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE TOWN CLERK'S OFFICE WITH A COMPLETED LICENSE APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE ACCEPTED.**

FOR TOWN USE ONLY: Festivals / Carnivals / Events

\$100.00 Application Fee:

Date Received: _____ By: _____

Insurance Approval:

Fire Marshal Approval

Signature

Date

Police Department Approval

Signature

Date

**Community Services
Bureau of Public Works**

Signature

Date

Security Deposit (If Applicable)

Amount Taken: _____

Received by: _____

Date Received: _____

Once all approved: Give a copy to Barb to put on the Board Meeting for final approval. When final approval is given, call applicant to tell them it's all approved and mail them a copy with the resolution.

March 24, 2004

NEW LOCAL LAW

Chapter 194 entitled "SPECIAL EVENTS"

§ 194-1. Title.

This chapter shall be known and may be cited as the "Special Events Ordinance of the Town of Irondequoit," hereinafter referred to in the chapter as "Special Events" or "Events."

§ 194-2. License required.

- A. No person, organization or group shall conduct, exhibit or cause to be conducted or exhibited any organized activity, including but not limited to, parades, road races, walks, festivals, shows, performances, circuses, outdoor carnivals, medicine shows, acrobatic exhibitions, bazaars or performances or any concession or refreshment stand in conjunction therewith without a license as hereinafter provided. Determinations as to type of activity shall be made by the town clerk, town attorney and the town's insurance agent.
- B. All town sponsored activities are exempt from the licensing requirements of this chapter.
- C. Vendors contracted by the town to vend at town sponsored activities are required to comply with this chapter as it relates to insurance requirements.

§ 194-3. License application; bond.

- A. Any person, organization or group desiring to procure a license is herein required to file with the Town Board a written application for such license upon the form provided by the town.
- B. Such application shall state:
 - (1) The name and address of the applicant and the owner of the site. If a corporation, the state of incorporation and the names and addresses of all officers thereof shall be included. If an outside contractor or concessionaire is involved, all provisions for the installation, housing or residence of employees, take down of rides, concessions, exhibitions, lighting and pertinent devices, including all power sources and ancillary activity, shall be set forth, including the storage and parking of equipment and trucks. Furthermore, any outside contractor shall be required to submit the proper certificate of insurance, and said certificate shall be appended to the application, and said certificates shall meet all the requirements of Subsection D.
 - (2) Provisions made for parking of motor vehicles of patrons and of workers.
 - (3) The scope and nature of advertising for the event sought to be licensed.
 - (4) The period of time for which the license is required, including setup and take-down time. There will be no activity of any nature whatsoever on the licensed site either of preparation and setup, operation of the activity, nor take-down and cleanup time between the hours of 12:00 midnight and 8:00 a.m., under any circumstances.
 - (5) The kind and character of the festival and the lighting, sound and power sources to be used.
 - (6) The place where the festival is to be conducted, with an appropriate map or survey exhibiting all residential lots within one hundred fifty (150) feet of the festival site.
 - (7) The route over which any equipment and/or materials are to be transported to and from the place where the festival is to be conducted.
 - (8) Such other information as may be required by the Town Clerk or Town Board.
- C. Bond. The application shall be accompanied by a performance bond determined by the Town Board and the Town Attorney to the Town of Irondequoit, conditioned upon the strict compliance with the terms of the license, of this chapter and of all laws of the State of New York. It shall indemnify the town against any damage or loss occasioned by reason of such showing, either directly or indirectly. Said bond must be first approved as to form by the Town Attorney before filing with the application.
- D. The application shall be accompanied by an appropriate certificate of liability insurance insuring the licensee and the Town of Irondequoit as more fully described in §194-4.

§194-4. Insurance and Indemnification Requirements.

- A. This section shall apply to:
 - (1) All license applicants as set forth in §194-2.
 - (2) All applicants for non-town sponsored activities held on town grounds.
 - (3) All vendors contracted by the town to vend at town sponsored activities.
- B. The following requirements must be met:
 - (1) For all activities conducted by the town and/or conducted on town grounds:

- (a) Insurance company(ies) providing coverage(s) must:
 - [1] Carry a minimum "B+ VIII" rating from A.M. Best Co.;
 - [2] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required; and
 - [3] Be admitted to do business in the State of New York.
- (b) For applicant's that are self-insured, proof must be shown of adequate financial responsibility, subject to approval by the town clerk, town attorney and the town's insurance agent.
- (2) For all other activities requiring authorization by the town or requiring permits, the applicant must provide the following:
 - (a) Insurance company(ies) providing coverage(s) must:
 - [1] Evidence of adequate insurance with a financially sound insurance company;
 - [2] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
 - [3] Be admitted to do business in the State of New York.
 - (b) For applicants that are self-insured, evidence of self-insurance with adequate financial responsibility must be provided. Such evidence is subject to approval by the town clerk, town attorney, and the town's insurance agent.
- (3) A minimum of thirty (30) days' advance notice of cancellation or nonrenewal must be given to the Town of Irondequoit, Town Clerk's Office, 1280 Titus Avenue, Rochester, New York 14617
- (4) A certificate of insurance must be in the town's possession a minimum of thirty (30) days prior to the event or first use of town facilities or fields.
- (5) The following coverage's are required:
 - (a) Commercial general liability.
 - [1] A minimum of one million dollars (\$1,000,000.) combined single limit for bodily injury and property damage liability, including products and completed operations liability coverage, and automobile coverage (if applicable) is required.
 - [2] Contractual liability must include coverage for the attached indemnification agreement.
 - [3] The Town of Irondequoit shall be named as an additional insured.
 - [4] If any sports contests or physical activities are involved, the certificate and policy must specifically state "The policy does not exclude liability coverage for bodily injury to participants or athletic participants."
 - (b) Liquor law legal liability (when applicable). If there is to be any involvement on the part of the licensee in the service of alcoholic beverages, the certificate must include a minimum of one million dollars (\$1,000,000.) combined single limit.
- (6) Any certificate of insurance must so state or be accompanied by a statement from the agent verifying that:
 - (a) The agent has the authority to bind coverage and issue a certificate of insurance.
 - (b) The commercial General Liability Insurance Policy does not exclude Bodily Injury Liability Coverage for injury to participants or athletic participants.
 - (c) The policy does cover the Indemnification Agreement with the Town.
- (7) Additional coverage requirements for vendors only are as follows:
 - (a) Workers' compensation.
 - [1] Statutory benefits.
 - [2] Employer's liability. Unlimited for New York State.
 - (b) Disability benefits law coverage: statutory benefits.
- C. Indemnification Agreement. All applicants must sign the indemnification agreement provided by the town.

§ 194-5. Grounds for refusal of license.

The Town Board may refuse to issue a license when, in its judgment, on the basis of findings made from the information provided in the application, such issuance will result in a disturbance of the peace and good order of the town or constitute a nuisance. The Board shall take into particular consideration the proximity of the licensed site to residential areas as well as the impact of noise from the festival itself and its power sources as well as lighting and advertising in addition to all of the matters set forth in the application.

§ 194-6. License fee; term.

- A. The license fee for any license issued under this chapter shall be set in accordance with § 1-18 and shall be paid to the Town Clerk upon the filing of the application.
- B. Each license issued pursuant to this chapter shall be for a period of not more than ten (10) days. A licensee shall be issued but one (1) license hereunder per calendar year.

§ 194-7. Issuance of the license; refund of fee; revocation.

- A. The Town Clerk may, upon filing of the application, the bond and other required data as herein provided and upon payment of the required fee, authorize the issuance of the license for such festival upon such terms and conditions as he or she deems appropriate. All licenses shall set forth in bold print the following: "Noncompliance with any of the terms and conditions herein shall result in the immediate suspension of the activity licensed."
- B. In the event that the license is refused or the event is canceled, the entire fee paid shall be refunded except for twenty-five dollars (\$25.) to cover the administrative expenses of the town in processing the application.
- C. Revocation. The Town Board shall have the right to order the revocation of any license granted hereunder in accordance with Town Law § 137, as amended or changed, upon a finding of a violation of this chapter or of the terms and conditions of the license as issued.

§ 194-8. Penalties for offenses.

Any person, organization or group violating the provisions of this chapter and the license issued hereunder shall be guilty of a misdemeanor punishable as provided in § 1-16. In addition, any and all persons, organizations or group who shall violate any provision of this chapter or who shall omit, neglect or refuse to do any act required by this chapter or the license issued hereunder shall, for each and every such violation and noncompliance, respectfully forfeit and pay a penalty of three hundred dollars (\$300.) in addition to the above. The application of the above penalty or penalties or the prosecution for violation of the provisions of this chapter shall not be held to prevent the enforcement of conditions prohibited by this chapter.



TOWN OF IRONDEQUOIT

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Attention: Contractor, Subcontractor, Vendors, and other operating on town property

Here at the Town of Irondequoit, we have an established policy that is applied uniformly to each contractor, subcontractor, service or individual (here after referred to as the "contractor") whose service(s) we utilize. This policy required that each contractor (1) Be adequately insured; meeting or exceeding the limits stated below, (2) Provide us with adequate proof of their insurance coverage; by means of Certificate of Insurance that is current, complete and meets our specifications and (3) Sign a hold harmless agreement; included in our contract or as separate document (see attached). Each contractor must initially provide this information to our main office before they will be allowed to perform any activity owned or managed by the Town of Irondequoit. Once received, reviewed and approved by our main office, the contractor will be given authorization to begin. If the documentation received does not satisfy our stated requirement, the contractor will be made aware and will not be allowed to begin any activity until compliance is met.

The INSURANCE COVERAGES and limits required:

General Liability	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$100,000
	Med Exp (Any one person)	\$10,000
	Personal and Advanced Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Op Aggregate	\$2,000,000
Automobile Liability	Combined Single Limit (Ea accident)	\$1,000,000
Excess Liability	Each Occurrence & Aggregate	\$1,000,000
Workers Comp	WC Statutory Limits	\$100,000/\$100,000/\$500,000

The CERTIFICATE OF INSURANCE See attached sample

The HOLD HARMLESS AGREEMENT attached must be agreed to and signed



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INDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend Town of Irondequoit any and all losses, claims, actions, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Town of Irondequoit for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required. Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend Town of Irondequoit against all losses, claims, fines or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and related acts of its officers, employees, subcontractors, suppliers, and materialmen.

Date

(Individual or Company Name)

By _____
Signature

Print Name and Office

