



THE TOWN OF
RHINEBECK · NEW YORK

FOUNDED 1686

Town of Rhinebeck Event Application

DATE: _____

SPONSOR/ ORGANIZATION: _____

NAME OF APPLICANT: _____ AGE: _____

ADDRESS: _____

TELEPHONE: _____ MOBILE: _____

EMAIL: _____

NAME OF EVENT: _____

DESCRIPTION OF EVENT: _____

DESIGNATED CONTACT FOR EVENT: _____

ADDRESS: _____

TELEPHONE (before event): _____ (during event) _____

EVENT DATE(S): _____

Set up start time: _____ Event start time: _____

Event end time: _____ Estimated "tear down" time: _____

LOCATION OF EVENT: _____

ESTIMATED ATTENDANCE: _____

Hours of anticipated peak attendance: _____

ESTIMATED NUMBER OF MANAGEMENT VEHICLES: _____

Please check (X) any and all activities which you expect will be included in your event. Please provide details in the space provided by identifying the number of the particular item.

- | | |
|-------------------|-----|
| 1. Fireworks | () |
| 2. Alcohol | () |
| 3. Street-Closing | () |
| 4. Structures | () |
| 5. Loudspeakers | () |
| 6. Food Vendors | () |



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- 7. Extra Parking ()
- 8. Trash disposal ()
- 9. Cleanup ()
- 10. Sanitary Facilities ()
- 11. Additional Police Coverage ()

Materials to accompany application

A.

A certificate from the Dutchess County Department of Health to the effect that sanitation facilities to be provided for such assembly or gathering are adequate to accommodate the needs of the persons to be assembled and attending the public musical entertainment, amusement or assembly.

B.

A statement of the name, age and residence address of the applicant. If applicant is a corporation, the name of the corporation, the names and addresses of directors, officers and stockholders owning 5% or more of the number of shares outstanding of each class of stock shall be provided. If the applicant is a partnership or other organized group of individuals, the names, addresses and ages of each and every individual associated with the partnership or other entity shall be provided.

C.

A statement containing the name and address of the owner of the property upon which the event is to occur and the nature and interest of the applicant therein; the proposed dates and hours of such event; the expected maximum number of persons intended to use the property at one time and collectively; the expected number of automobiles and other vehicles intended to use the property at one time and collectively; the purpose of the function, including the nature of the activities to be carried on and the admission fees to be charged, if any; and the names and addresses of all concessionaires and other persons providing any services or facilities under contract, lease or other arrangement for the event.

D.

A survey map prepared by a professional engineer licensed by the State of New York, showing the size of the property; the names of the record owners of the adjoining properties; the streets or highways abutting said property; the size and location of any existing building, buildings or other structures or facilities to be erected thereon for the purpose of the assembly; the placement of the proposed distribution system of water; the location of any parking areas for automobiles and other vehicles and the means of ingress and egress to such parking area; and all service and other roads serving the camping area, food services, toilet facilities, garbage and refuse collection facilities and entertainment and performance areas.

E.

A detailed plan and statement, with drawings showing the methods to be used for the disposal of sanitary sewage.

F.

A detailed plan and statement, with drawings showing the distribution and supply system for supply, storage, treatment and distribution of drinking water.



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G.

A detailed plan and statement, with drawings showing the layout of any parking area for automobiles and other vehicles and the methods of traffic control to be used thereon. Such parking areas shall provide parking space of acceptable size for one motor vehicle for every four persons in attendance.

H.

A detailed plan and statement, with drawings showing the facilities for the preparation, storage, sale and distribution of food and the means of servicing such area. Such plan shall also detail the method and means of disposing of any garbage, trash, rubbish and other refuse.

I.

A detailed plan and statement fully describing any private security personnel who will be engaged by the applicant to serve on or about the site during the event and the qualifications and source of such personnel.

J.

A detailed plan and statement providing for fire protection, specifying the location of fire lanes, water supply and equipment or apparatus to be available for such purposes.

K.

A detailed plan and statement specifying the facilities to be available for medical, surgical, nursing and ambulance service. The applicant must furnish to the Rhinebeck Town Board the addresses of all doctors, nurses, pharmacists and ambulance services the applicant will provide for the event, prior to issuance of a permit.

L.

A detailed description of all insurance policies and surety bonds to be provided by the applicant for the protection of the general public, the Town of Rhinebeck and its various public bodies, officers and employees. Certificates of such insurance and bonds shall be submitted to the Rhinebeck Town Board at least 15 days prior to the commencement date of the event.

M.

A subscribed authorization from the landowner and the applicant to the Town of Rhinebeck and the County of Dutchess to permit the Town and County and their lawful agents to go upon the property for the purpose of inspecting the same to determine if there is compliance with the requirements of this chapter and the permit, if granted, for providing adequate police and fire protection and protecting persons and property from danger.

N.

A statement subscribed by the applicant that the applicant will specify in all advertising and promotional endeavors the limitation on the number of tickets to be sold or otherwise issued as specified in the permit and that the applicant will neither sell nor otherwise issue tickets at the site while the event is in progress.

O.

Road Closure and Activity Permit issued from the Town of Rhinebeck Highway Department.

Please attach any additional information or material that you consider helpful in the Review Process and be prepared to provide additional information upon request.



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The undersigned applicant/sponsor agrees to indemnify and hold harmless the Town of Rhinebeck, its elected officials and employees, from any and all claims and/or judgments for personal injury to property resulting, directly or indirectly from any activity by any individual or entity associated with the approved event, as well as any reasonable and necessary costs and expenses which the Town may incur or be subjected to as a result of the event.

The applicant/sponsor acknowledges that he/she is aware that approval of this event may be required from other government municipalities or agencies and approval by the Town of Rhinebeck does not constitute approval by any other municipality or agency.

Upon approval, the permit issued by the Town of Rhinebeck authorizes the applicant/sponsor to conduct the event described in the application and the applicant/sponsor hereby agrees to comply with all applicable laws, rules and regulations, including any restrictions or conditions imposed by the Town, affecting the holding of an event. The applicant/sponsor acknowledges and understands that the Town of Rhinebeck reserves the right to cancel any permit for non-compliance by the applicant/sponsor with the restrictions or conditions imposed by the Town in approving the application or for violating any laws, rules or regulations.

Acknowledged and Agreed: Yes () No ()

Signature of Applicant/Sponsor: _____

Date: _____

PLEASE RETURN THIS APPLICATION TO THE TOWN CLERK UPON COMPLETION.



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TOWN OF RHINEBECK EVENT APPLICATION PROCEDURE

The Town of Rhinebeck requires every sponsor of a special event or gathering to be held in the Town complete and submit an event application which can be obtained from the Town Clerk.

A special event places exceptional demands upon a municipality's infrastructure and its ability to respond to an emergency or disaster. To assess the impact that a special event or gathering will have on the Town of Rhinebeck and allow it to fulfill its obligation to protect the health, safety and well-being of its residents, the Town expects that a sponsor will cooperate with the Town in the planning of the event or gathering. The information that a sponsor provides in the event application process will help the Town meet its responsibility to the public and at the same time assist the sponsor in planning the event.

The following steps are designed to give the Town sufficient time and information to process the application, make a determination, and include an approved event in the Town of Rhinebeck Calendar.

STEPS:

1. Complete the attached application by fully and accurately answering all of the questions.
2. Submit seven copies of the application together with any supporting documents to the Town Clerk (845-876-3409) any weekday during office hours. The application must be submitted at least 90 days prior to the date the event is intended to be held.
3. The Town and its designated departments and agencies will review the application and may require that additional information be provided. The Town will notify the sponsor in writing of its decision within 60 days of receiving the application.
4. The Town may impose conditions in an approved application which it deems necessary to protect the public and ensure a well-managed event.
5. The Town may require the payment of a fee by the sponsor which would reflect the other than usual and normal expenses incurred by the Town's fire, police and other emergency services in their involvement with an event.
6. The Town will require that it be named an additional insured on a \$1,000,000 liability insurance policy for every event which is held in the Town of Rhinebeck and the event sponsor shall comply with the limits as set forth on the attached sample certificate of liability insurance.
7. An event application that is not approved may be appealed to the Board of Trustees in writing within five (5) business days from notification of denial or an approval with conditions.



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Minimum insurance requirements for Town of Rhinebeck events held on Town property

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 Rhinebeck 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 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Town of Rhinebeck and their assigns, officers, employees, 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, and Additional Insured Endorsement shall be attached.
 - 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 Rhinebeck, assigns, officers, employees, representatives and agents.
- 2) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. Required if the event involves the sponsor’s motor vehicles.
 - A. Town of Rhinebeck 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, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of Rhinebeck, assigns, officers, employees, 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.
- 4) If applicant is applying for an Alcohol permit from the Town Clerk, 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 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.



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The Sponsor shall furnish the Town of Rhinebeck Certificates of Insurance as evidence of coverage prior to the event naming the Town of Rhinebeck as an Additional Insured **by endorsement**. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Town of Rhinebeck constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Rhinebeck. The failure of the Town of Rhinebeck 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 Rhinebeck.

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 licensed in the State of New York.

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Town of Rhinebeck Hold Harmless Agreement

_____ does hereby covenant and agree to release and hold harmless the Town of Rhinebeck from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of participation in the _____.

I understand participation in the _____ involves rigorous physical activity and risks of physical injury, and I assume these risks. I hereby consent to emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment. I further certify that I am in good physical condition, and I have no medical or physical conditions that would restrict my participation in this event.

Participant

Address

If under 18, Parent signature

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend the Town of Rhinebeck, 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 Rhinebeck, 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 Rhinebeck, Clerk's Office
80 East Market St.
Rhinebeck, NY 12572**