

FESTIVAL/SPECIAL EVENT APPLICATION

Village of Horseheads

EFFECTIVE 1/1/2017: APPLICATIONS SUBMITTED LESS THAN 60 DAYS PRIOR TO DATE OF EVENT WILL NOT BE CONSIDERED.

1. Name of Event _____

[] New Event [] Recurring Event

2. Applicant (Sponsor) Name: _____
(If Not-for-Profit, so indicate and provide documentation of such status)

3. Contact Person: _____

Address _____

Phone _____

Cell _____

Email Address: _____

4. Type of Event: [] Festival [] Parade [] Run/Walk/March [] Concert
 [] Motorcade [] Other: _____

*** If Parade, Run/Walk/March, or Motorcade attach map with proposed route.

5. Date/Time of Event: _____

Total Event Time including set-up, tear down, and cleanup time: _____

Rain Date(s)/Time: _____ [] N/A

6. Purpose/Reason for Event: _____

7. Event Location: Village Park, Public Area, or Street(s) Requested to be Used:

8. Will streets need to be closed? [] Yes [] No

Indicate locations and times: _____

9. Fireworks? [] Yes [] No

***If yes additional approvals are required.

10. Alcoholic Beverages? [] Yes [] No

***If yes additional approvals are required.

11. Vendors: Will vendors be allowed: [] Yes [] No

Fee charged: [] Yes Amount: _____
[] No

Anticipated Number of Vendors: _____

12. Anticipated Crowd Attendance: _____

13. Admission Fee Charged? [] Yes [] No Amount: _____

14. Description of facilities and equipment to be used, including but not limited to: number of pieces of equipment for music, or other devices of amplification of sound and proposed location:

15. Is electricity needed? [] Yes [] No

Indicate which venues need electricity and at which locations: _____

16. Will other power sources such as generators be used? [] Yes [] No

Indicate locations: _____

17. Statement indicating security measures to be taken, including security personnel hired by applicant to serve on-site: [] N/A

18. Number of volunteers/personnel for event: _____

19. EVENT COMMUNICATION:

Names and cell numbers of onsite coordinator(s) of event: _____

20. Describe the estimated parking needed for organizers, vendors, participants, spectators and The attendees. Describe how this parking need will be met including but not limited to location, access, routes, etc.

21. Describe plan for trash/waste collection, clean up and removal, number, type and location of dumpsters/trash receptacles, etc.:

22. Describe plan for portable and/or permanent toilet facilities, number, location, etc.:

23. Describe Village resources required, such as Police, Public Works, Fire Department/EMT, Parks & Recreation, etc.

Application MUST include:

- Certificate of Insurance for an amount no less than \$1,000,000 single occurrence, \$1,000,000 aggregate naming Village of Horseheads, its officers and employees as an additional insured on a primary basis. The Certificate must include the name of the special event, the date, time and location of the event.
- Indemnity Agreement (attached).
- **If applicable**, a map showing the following items:
 - Area, streets, or portion of streets requested for event
 - Location of command center/information booth. N/A
 - Location of parking areas with ingress/egress routes
 - Location of 10 ft. emergency lane.
 - Location of vendors, stages, entertainment, booths, stands, etc.
 - Location of fire hydrants N/A
 - Location of public and/or temporary restroom facilities
 - Parade, walk/run/march, or motorcade: show assembly area, disband area, and route.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE VILLAGE'S LOCAL LAW REGARDING FESTIVALS AND PARADES AND AGREES TO ABIDE BY THE RULES AND REGULATIONS OUTLINED IN SAID LAW. A CERTIFICATE OF INSURANCE AND INDEMNITY AGREEMENT WILL BE REQUIRED BEFORE PERMIT IS APPROVED.

UNDERSIGNED ALSO AGREES THAT IF VILLAGE POLICE ARE DEEMED TO BE NECESSARY TO COVER THIS EVENT, UNDERSIGNED WILL REIMBURSE THE VILLAGE FOR COSTS OF SAID POLICE COVERAGE.

Signature of Applicant

Date

Name (please print)

DO NOT WRITE BELOW THIS LINE

Date Permit Rec'd: _____ Not-For-Profit: []Yes []No
Fee Rec'd: []\$10.00 []\$100.00

Vendor Permit Fee Required: []No []Yes - # of Vendors _____ x \$10.00/ea. = \$ _____

All Other Permits (Health, etc.) Received by Applicant: [] No []Yes

Describe: _____

Map Included: []No []Yes

Insurance Certificate Received: []No []Yes

Indemnity Agreement Received []No []Yes

Traffic Commission Approval Date: _____ [] N/A

APPROVAL CONDITIONS: [] No [] Yes, listed below

APPROVED BY:

Village Manager

Date

/rmb

cc: Police, Fire, Code Enforcement, Village Attorney
(Last Revised: 04/2017)

VILLAGE OF HORSEHEADS

INDEMNIFICATION AGREEMENT

In consideration of and in order to induce the Village of Horseheads of 202 South Main Street, Horseheads, New York, hereinafter referred to as "Village" to allow _____, of _____ ("Indemnitor") the use of Village facilities and/or property it is agreed:

1. To the fullest extent permitted by law Indemnitor shall indemnify and hold harmless the Village, its officers, representatives, agents, and employees (individually or collectively "Indemnitee") from and against all claim, damage, liability, loss and expense, including cost of defense and attorney's fees, arising out of or in any way connected with the use of Village facilities by Indemnitor, its officers, agents, employees or volunteers or any act, omission or statement of Indemnitor, its officers, agents, employees or volunteers connected to such use, or break by Indemnitor of any of the provisions of this Agreement or permit or approval granted to Indemnitor by Village.
2. The Indemnitor does not indemnify the Indemnitees from such liability as may result from the sole negligence of the Indemnitees.
3. The Indemnitor and Indemnitee agree each shall promptly notify the other in writing as soon as either has knowledge of an inquiry or claim being asserted against either of them.
4. The indemnity under this Agreement shall commence on the date of issuance of the underlying permit or approval, Indemnitor's use of Village facilities, or on-site preparation for such use, whichever shall be sooner, and shall continue until such time as the Village shall agree to terminate same.
5. The obligations under this Agreement shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of the Village. Indemnitor represents that its signatory to this Agreement has the authority to execute this Agreement and to bind Indemnitor.
6. In the event this Agreement is in connection with or a condition of the issuance of a permit or approval, this indemnity shall also extend to proceedings to attach, set aside, void or annul such permit or approval. Further Indemnitor agrees to abide by all terms and conditions of such permit or approval.
7. Indemnitor shall add the Village to its insurance policy as an additional insured and such insurance shall be primary to any other valid and collectible insurance available to the Village.

8. If any portion of this Agreement is declared unlawful or void by a court of competent jurisdiction the remaining portion shall remain in full force and effect.

DATE: _____, 20__

By: _____
Signature

Its: _____
Title

Print Name: _____

DATE: _____, 20__

VILLAGE OF HORSEHEADS

By: _____

04/2017