



**WESTPORT CONNECTICUT**  
**PARKS AND RECREATION DEPARTMENT**  
 LONGSHORE CLUB PARK  
 260 SOUTH COMPO ROAD, WESTPORT, CT 06880  
 (203) 341-5090

**FACILITY REQUEST FORM**

*(Request must be submitted no less than thirty (30) days PRIOR to event date)*

<b>Today's Date:</b>			
**Sponsoring Agency (if applicable):			
Name of Individual in charge on-site day of event:			
Address:			
City/Town/State/Zip:			
Best Contact Number:			
Email Address:			
Type of Event:			
Requested Place for Event:	Compo S. Beach	Evan Harding Point	Burying Hill      Ned Dimes Marina Club House***
	Other (location requested)		
Requested Day & Date:			
Requested Time of Event:		Estimated number of people attending:	Anticipated number of non-emblem vehicles:

**Request for Waiver**

Tent to cover food/beverage prep and/or service <i>ONLY</i> Maximum Size of tent: 10' x 10' / Maximum number of tents allowed – 2 tents	YES    NO Number of tents:
Tables & Chairs	YES    NO
Alcohol Waiver (Compo South Beach & Compo Beach Softball field <i>ONLY</i> )	YES    NO
Catering/Food Truck Permit – cost \$55.00 (per truck) -- Caterer is responsible for bagging and removing ALL garbage, trash, and other refuse from event.	# of Trucks
NAME OF CATERER(S):	
Music – (sound may not be plainly audible beyond a distance of 20ft from the source of the sound)	YES    NO
Permission for bus to drop-off & pick up at designated area (schools and camps only)	YES    NO
15 parking waivers for Westport-Based Companies, Civic Organizations and Religious Organizations <i>ONLY</i>	
Other (please specify) – requesting does not guarantee approval.	
Compo Beach Softball Diamond (Time requested – Circle one below - or - if online, use pulldown to the right)	
8am–10am      10am–12pm      12pm–2pm      2pm–4pm      4pm–6pm      6pm–8pm	
***Corporate/Civic Organizations/Schools/Churches are required to submit a <b>Certificate of Insurance</b> and a signed & notarized <b>Town of Westport Hold Harmless Agreement</b> (provided), covering the day(s) of event. (Days of event need to include set-up and clean-up days)	
***Ned Dimes Marina Clubhouse Rental Fee - \$275.00	
***Clean-up Deposit – \$100.00 (separate check or cash – credit card not accepted) - Club House should be swept clean with trash bagged and tied at the conclusion of the event, in order to receive your \$100 deposit back.	

**APPROVAL BASED ON THE SOLE DISCRETION OF THE PARKS AND RECREATION DEPARTMENT.**

When permit is approved, notification goes to person hosting event. When permit fee is received, permit will be finalized.  
 Permit holder/person requesting permit **MUST** be present during event and must have permit on-site during event.

**CONDITIONS FOR FACILITY REQUEST**

<b>Approved by Parks &amp; Recreation Department:</b> _____	<b>Fee Collected:</b> _____
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**PLEASE READ CAREFULLY**

1. Permits are not required unless request is for a waiver of existing regulations.
2. Application must be submitted to the Westport Parks and Recreation Department at least 30 days prior to the event or your request may not be considered. No application will be considered within 72 hours of an event.
3. Applications will be considered on a first-come, first-served basis.
4. Additional Police/Security required must be arranged through the Parks and Recreation Department and paid for by the Event Sponsor.
5. Permit holder is responsible for the behavior of their guests and their compliance with the Town of Westport Parks and Recreation Department Rules and Regulations.

**GENERAL CONDITIONS**

**Permits** issued to individuals for the Town beaches do not include waivers for daily parking fees.

**Parking:** Guests without a parking emblem for Town beaches must pay daily parking fees.

**Tents:** Maximum of two (2) tents. Maximum size: 10' x 10'. Tent to cover food/beverage prep and or service **ONLY**.

**NO GLASS OR GLASS CONTAINERS** - cans, plastic or paper containers only. No kegs, beer balls, or containers of beer in excess of 1 liter allowed. This will be strictly enforced.

**Catering Permit: Allows limited access to commercial caterers and catering vehicles. \$55.00 catering fee is due upon submittal of request.**

**\$50 permit fee (per permit for approved events). \$25 permit fee for non-profits (per permit for approved events).**

*(Includes: Ned Dimes Marina Club House & Burying Hill Beach. EXCLUDES: Westport Schools and Town Departments).*

**Ned Dimes Marina Clubhouse ONLY - \$275.00 rental plus \$100.00 deposit for clean-up:** Rental of the Ned Dimes Marina Clubhouse requires a \$100.00 refundable deposit at time of application to be held for clean-up of the clubhouse. (Separate checks payable to Town of Westport) Upon a favorable inspection of the facility the deposit will be returned to the applicant. **Please Note:** Ned Dimes Marina Clubhouse is not handicap accessible.

**Picnic tables** are available on a first-come, first served basis only and are not reservable.

**No amplified music** including bands and DJ's. Radios should be played at volume not to disturb other beach patrons.

**Parks and Athletic Fields** trash generated by the event should be removed from the site by the sponsoring agency.

**Westport-Based** Companies and Civic Organizations using Compo Beach or Burying Hill Beach may be issued up to 15 waivers of parking emblems Monday through Thursday **ONLY** for company/group picnics (**1 per season**).

**COMPO BEACH**

**No alcohol** on Compo Beach except at the picnic area on South Beach. Groups may request a permit for softball area.

**The Pavilion** at Compo Beach is designated for public use and **MAY NOT** be reserved for private parties. Cooking and possession of alcohol in this area is strictly prohibited.

**Events** exceeding 75 participants at Compo Beach will use the west end of South Beach. Permit holder is responsible for taping off site area the day of event and having someone stay at the site until the event starts. Any site left unattended can be occupied by other patrons at the beach.

**I have read and agreed to the conditions required:**

\_\_\_\_\_  
Applicant's Signature & Date Signed



## WESTPORT, CONNECTICUT

James S. Marpe  
First Selectman

### INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised March 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Indemnitor") of \_\_\_\_\_ (address) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

**WHEREAS**, Indemnitor has submitted an application (the "Application") for the Town's **permission to use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises")** for the purpose of

\_\_\_\_\_ (the "Event") beginning \_\_\_\_\_ (earliest start date, including set-up) and ending \_\_\_\_\_ (latest end date including breakdown and rain date),

**OR**

**WHEREAS**, Indemnitor has requested **permission to hang a banner (the "Banner") across Main Street or at Luciano Park or Compo Beach or at \_\_\_\_\_ location on \_\_\_\_\_** (date(s)),

**NOW THEREFORE**, in consideration of Indemnitor's receipt of said permission from the Town, Indemnitor agrees as follows:

1. Permission to use the Premises for the Event or permission to hang the Banner, as the case may be, may be revoked by the Town immediately upon the breach by Indemnitor of any term of this Agreement or any term or condition of the approved Application. This Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the Premises or hanging of the Banner, as the case may be, or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate at the Event, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises or the hanging of the Banner, as the case may be.
3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Parks and Recreation, (ii) relinquish use of the Premises upon expiration or termination of the Event in the same condition as it was prior to its entrance on the Premises, (iii) remove all litter, trash and other refuse from the Premises following the conclusion of its use,

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E-mail: [selectman@westportct.gov](mailto:selectman@westportct.gov) • Website: [www.westportct.gov](http://www.westportct.gov)

and (iv) use the Premises in strict compliance with the terms and conditions of the approved Application and all policies, procedures and conditions relating to the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.

4. Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from Indemnitor's use of the Premises.
5. Indemnitor shall obtain the following insurance coverages from companies with an A.M. Best rating of A- (VII) or better:
  - a. **Commercial General Liability insurance** including Products and Completed Operations. Limits shall be at least: **Bodily Injury & Property Damage with an occurrence limit of \$1,000,000; Personal & Advertising Injury limit of \$1,000,000 per occurrence; General Aggregate limit of \$2,000,000 (other than Products and Completed Operations) per location; and Products and Completed Operations aggregate limit of \$2,000,000.**
    - i. If drones are permitted at, on or above the Premises, this coverage must include **drone liability insurance** for the limits above.
    - ii. If children at the Event will be under the care, custody or control of the Indemnitor or any employee, volunteer, or other agent of the Indemnitor or any subcontractor of the Indemnitor, this coverage shall include **Abuse and Molestation liability insurance** with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the actual or threatened abuse or molestation of anyone or any person while in the care, custody or control of any Indemnitor.
    - iii. If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Event or (ii) an alcoholic beverage permit is obtained, **Liquor Liability insurance** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless the Event is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.
    - iv. If automobiles are an integral part of the Event (car shows, road rallies, touch-a-truck, filming from automobiles, and the like), **Automobile insurance** in the amount of \$1,000,000 each accident combined single limit covering bodily injury and property damage for all owned, hired and non-owned autos.
    - v. If Indemnitor has employees, **Workers Compensation insurance** required by statute with Employer's Liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000, and \$500,000 disease aggregate, including a waiver of subrogation in favor of the Town.
    - vi. If Indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.
6. Indemnitor shall provide the Town with Certificate(s) of Insurance on Acord 25 (2016/03) or later edition evidencing all insurance policies required by this Agreement, and all such Certificate(s) of Insurance, shall:
  - a. Name the "Town of Westport" as an **additional insured** and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent (except that this is not required for Workers Compensation insurance), and
  - b. Be provided on an **occurrence basis** and will be **primary and shall not contribute** in any way to any insurance or self-insured retention carried by the Town, and
  - c. Contain a **waiver of subrogation** in favor of the Town, and
  - d. Contain a **broad form contractual liability** endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of Indemnitor under this Agreement, and
  - e. Declare all **deductible and self-insured retentions**, and all such deductibles and self-insured retentions are subject to the approval of the Town.
  - f. Show that policies are in effect for all of the days of the Event; otherwise a renewal certificate is required.

g. Require notice of cancellation to the Town according to policy provisions.

7. If a high risk third party, as determined by the Town, (e.g., tent provider, bouncy house provider, valet parking service, fireworks provider) will be authorized to participate at the Event, the third party shall execute and deliver a separate Indemnity and Hold Harmless Agreement and provide the insurance coverages required hereby.

8. This Agreement and the Town's permission to use the Premises or hang the Banner, as the case may be, shall not be assigned by Indemnitor without the prior written approval of the Town's First Selectman, the Director of Parks and Recreation, or the Farm Director.

9. This Agreement and the Application and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement. That this Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. That no provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectman or the Director of Parks and Recreation. That any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement shall be binding on Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

WITNESS

INDEMNITOR

\_\_\_\_\_  
Print Name:

Print Address:

\_\_\_\_\_  
Print Name of Indemnitor (the entity holding the Event)

By \_\_\_\_\_

Print Name:

Print Title:

STATE OF CONNECTICUT )

) ss: Westport, Connecticut, \_\_\_\_\_ 20\_\_\_\_\_

COUNTY OF FAIRFIELD )

Personally appeared \_\_\_\_\_ signer(s) and sealer of the forgoing instrument, and acknowledged before me the same to be his/her/their free act and deed, and acknowledged before me that he or she is authorized to execute this agreement on behalf of Indemnitor and to bind Indemnitor to its terms and that he or she holds the title with Indemnitor that is written below his or her name above.

\_\_\_\_\_  
Notary Public

Print Name:

Print Address:

My Commission Expires: \_\_\_\_\_

Commissioner of the Superior Court

## **REQUIREMENTS FOR HANGING BANNERS**

1. **Time Limits** – Banners will be hung for a maximum of seven days, Monday to Monday, and may include one weekend only. Banners must be brought to the Parks & Recreation Department, no later than 3 p.m. four days before it is scheduled to be hung. (The Wednesday before the Monday that banner is to be hung.)
2. **Reservations** – The Parks & Recreation Department will take reservations to hang a banner at Luciano Park, Compo Beach\*.  
*\* Banners can only be hung at these locations where the event is taking place*
3. **Identification** – All banners must have name of organization and contact telephone number.
4. **Indemnification and Hold-Harmless** – Any individual or group requesting to have the town hang a banner must first agree to indemnify and hold harmless the town and its respective officers, agents or servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death), sustained by the public, any or all persons on or near work, or by any other person or property, real or personal (including property of the town), caused in whole or in part by acts of the individual or group hanging the banner, or their agents, while engaged in hanging or removing the banner, and during the time the banner is hung.
5. **Banner Storage** – Please pick up banner within one (1) week after it has been scheduled to be taken down. There is NO storage space in Parks & Recreation for banners. The town cannot be responsible for banners not picked up in a timely manner. Thank you for your cooperation.



# WESTPORT, CONNECTICUT

Parks and Recreation Department  
260 S. Compo Road  
Westport, CT 06880

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## BANNER REQUEST FORM

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Name of Organization: \_\_\_\_\_

Requested Week: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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## FOR OFFICE USE ONLY

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Week Confirmed \_\_\_\_\_

Hold Harmless Received \_\_\_\_\_

Banner Picked Up \_\_\_\_\_