



WESTPORT, CONNECTICUT

JAMES S. MARPE

First Selectman

PROCEDURES FOR USE OF TOWN-OWNED PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS

Approved and adopted by the Board of Selectmen – Sept. 15, 2010 Revised – June 2017 and January 2018

The Board of Selectmen regulates the use and safety of Town-owned property, facilities and/or public roadways. The following regulations are hereby adopted by the Board of Selectmen with respect to the granting of permission for the use of Town property, facilities, and/or public roadways.

1. The Board of Selectmen, or its designee, may grant permission for use of Town-owned property, facilities and/or public roadways (“Town Property”) to only non-profit organizations or to entities raising funds exclusively for the benefit of non-profit organizations. The Board of Selectmen designates the Parks and Recreation Department the authority to grant permission for the use of Parks and Recreation properties, and designates the Wakeman Town Farm Director the authority to grant permission for the use of the Wakeman Town Farm.
2. It is the Board of Selectmen’s desire to encourage the use of Town Property for private non-profit uses, so long as they do not unduly impinge upon the public’s use of said Town Property.
3. Non-profit organizations, or entities raising funds exclusively for the benefit of non-profit organizations, may submit their application by U.S. mail (Selectman’s Office, Westport Town Hall, 110 Myrtle Avenue, Westport, CT 06880); by e-mail (selectman@westportct.gov), or by fax (203-341-1038). Completed applications will be accepted no more than ten (10) months in advance and no later than ninety (90) days in advance from the proposed scheduled event date. Applications not received in this timeframe may not be approved.
4. The completed application for each event must be accompanied by:
 - A separate \$100 non-refundable fee for processing paperwork, payable to the Town of Westport.
 - A separate certified check in the amount of \$1,000 payable to the Town of Westport that will serve as a security deposit to pay for any damage, defacement, or littering that has occurred on Town Property or any other municipal or private property, including public roadways. The \$1,000 security deposit will be returned to the applicant upon the completion of the event if no damage, defacement, or littering has occurred on Town Property or any other municipal or private property, including public roadways.
 - A **LEGIBLE** map of the route and/or event set-up (including placement of tents and equipment) on the Town Property.
 - An **ORIGINAL** signed and notarized Indemnity and Hold Harmless Agreement (see attached), signed by an authorized signatory of the non-profit or non-profit fundraising entity.
 - A Certificate of Insurance evidencing the insurance requirements set forth in the Indemnity and Hold Harmless Agreement.
5. Upon review of the completed application, the Selectman’s Office will gather comments from appropriate departments, (i.e., Police, Public Works, Parks & Recreation, Health, etc.) and place the request on the agenda of a meeting of the Board of Selectmen if applicable.
6. If an event has been conducted two consecutive years with the approval of the Board of Selectmen, and if there are no material changes in the route, expected attendance, timing, or other relevant factors as determined by the Selectman’s Office, and if no substantive complaints have been received in prior years about the event, then the event may be approved administratively by the Selectman’s Office. The Selectman’s Office reserves the right to require any application to be submitted to the Board of Selectmen for approval.
7. Generally, unless an exception is deemed warranted, permission will not be granted by the Board of Selectmen for more than one event using Town Property on the same day.
8. Generally, unless an exception is deemed warranted, permission for use of Town Property will only encompass one weekend.
9. Applications for use of Town Property must include dates for set-up and break-down. Generally, unless an exception is deemed warranted, permission for set-up will be one day in advance of event, with break-down within 24 hours of event’s closure. Modification to the dates approved by the Board of Selectmen for the event and for set-up and break-down required written approval of either the First Selectman or an employee of the Selectman’s Office.
10. Event participants (including walkers, racers, and bicyclists) using Town public roadways must yield to emergency vehicles and medical doctors traveling to work, and allow such vehicles to proceed without interference.
11. No amplified sound shall be allowed except at the start or finish lines of an event using Town public roadways.
12. With respect to use of Town public roadways, only temporary directional signs or chalk-based paint may be used to demarcate event route. The permittee must remove all temporary directional signs promptly after the event.
13. In the event that an organization (whether or not it is the applying organization) feels aggrieved by the action of the Board of Selectmen, a public hearing by the Board of Selectmen will be provided to any person who desires to be heard.

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038

E-mail: selectman@westportct.gov • Website: www.westportct.gov

APPLICATION FOR USE OF TOWN-OWNED PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS

Completed applications must be submitted no later than 90 days in advance of scheduled event. Applications not received 90 days in advance of scheduled event may not be approved.

NAME OF NON-PROFIT ORGANIZATION	
FUNDRAISING ENTITY (If applicable)	
ADDRESS	
CONTACT NAME	CELL #:
E-MAIL ADDRESS	
NAME OF EVENT	
INDIVIDUAL IN CHARGE (on-site on day of event)	CELL #:
# OF PARTICIPANTS	Admission Charge (If Any):
DATE(S) OF EVENT	
START DATE & TIME (including set up)	
END DATE & TIME (including breakdown)	
TOWN PROPERTY & ROAD(S) TO BE USED	

****A LEGIBLE map of the route and/or event set-up (including placement of tents and equipment on the Town-owned property) must accompany the application**

Please check any of the following that will be brought onto, provided, or used at the event:

Food/Beverages ____ Alcohol ____ Drones ____ Automobiles ____
Tents over 10'x10' ____ Bouncy House ____ (w/prof. installation and trained staff on site)

Third parties providing any of the above are required to sign the Town's Indemnity/Hold Harmless and provide Insurance.

APPLICANT CHECK LIST:

- Application
- Processing Fee = \$100
- Certified Check = \$1,000
- Certificate of Insurance
- Event Permittee Indemnity and Hold Harmless Agreement
- Third Party Provider Indemnity and Hold Harmless Agreement
- Map/Route/Set-Up
- (only if providing tents, inflatables, valet services, fireworks, etc.)*

BELOW FOR OFFICE USE ONLY:

INSURANCE & INDEMNITY AGREEMENT RECEIVED:	_____	DATE	_____
	Eileen Lavigne Flug, Assistant Town Attorney		
APPROVALS	_____		_____
	Board of Selectmen/Traffic Authority/BOS Office (BOS Approval Date, if applicable _____)		

	COMPLETED
Processing Fee (\$100)	
Certified Check (\$1000)	
Certificate of Insurance	
Indemnity/Hold Harmless	
Map / Route / Set-Up	

EVENT PERMITTEE
INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised August 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 20____, by _____ [PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY OBTAINING THE PERMIT] ("Indemnitor") of _____ (PRINT 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 following event [PRINT NAME OF EVENT]:

_____ (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, 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 covering the Indemnitor's obligations under this Agreement, including without limitation claims by participants in the Event, 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.** For each policy required by this Agreement, the Indemnitor is required to provide the amount of insurance specified in this Agreement or the amount of insurance that the Indemnitor actually has, whichever is higher.
 - 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 20 12 04 13 ("Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations")** 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. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. 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. 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.

[NAMES APPEAR ON FOLLOWING PAGE]

THIRD PARTY PROVIDER
[PROVIDERS OF TENTS, INFLATABLES, VALET SERVICES, FIREWORKS, ETC.]
INDEMNITY AND HOLD HARMLESS AGREEMENT
FOR EVENTS ON TOWN PROPERTY

(revised August 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 20____, by _____ [PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY OBTAINING THE PERMIT] ("Indemnitor") of _____ (PRINT ADDRESS) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, the Indemnitor has been engaged to provide goods and/or services at or on **athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises")** for the following event [PRINT NAME OF EVENT]: _____ (the "Event") beginning _____ (earliest start date, including set-up) and ending _____ (latest end date including breakdown and rain date); and

WHEREAS, the Indemnitor has been so engaged by an individual or entity (the "Permittee") holding a permit (the "Permit") issued by the Town to use the Premises for the Event; and

WHEREAS, by issuing the permit to the Permittee for the Event, the Town is also permitting and authorizing the Indemnitor to provide goods and services at the Event; and

WHEREAS, the Indemnitor is required to indemnify and hold harmless the Town and provide insurance protecting the Town, as a condition to the Town's issuing such Permit to the Permittee and permitting and authorizing the Indemnitor to use the Premises;

NOW THEREFORE, in consideration the Town's issuing the Permit to the Permittee and permitting and authorizing the Indemnitor to provide goods and services on the Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Indemnitor, the Indemnitor agrees as follows:

1. The Indemnitor understands and agrees that the Permit issued to the Permittee to use the Premises for the Event may be revoked by the Town immediately upon the breach by the Permittee and/or the Indemnitor of any term of this Agreement or any term or condition of the Permit. This Agreement shall survive any such revocation, and the Indemnitor shall remain bound by the terms of this Agreement.
2. The 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, the Indemnitor's provision of goods and/or services and all other activities in or on the Premises 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 the Indemnitor may

be liable, in connection with the Indemnitor's provision of goods and/or services and all other of Indemnitor's activities at or on the Premises.

3. The 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, and (iv) provide goods and/or services at or on 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. The Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from the Indemnitor's use of the Premises.
5. The Indemnitor shall obtain the following insurance coverages covering its liabilities under this Agreement, including without limitation claims made by participants in the Event, 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. For each policy required by this Agreement, the Indemnitor is required to provide the amount of insurance specified in this Agreement or the amount of insurance that the Indemnitor actually has, whichever is higher.**
 - i. If the Indemnitor provides an event tent, a bouncy house or other inflatable, valet parking service, or fireworks, such items and activities must be covered by the insurance provided above, and the Indemnitor shall provide **umbrella or excess insurance** for all of the coverages described in this section 5(a) **sufficient to bring the total insurance coverage to \$5,000,000**.
 - ii. If the Indemnitor provides drones at the Event, this coverage must include **drone liability insurance** for the limits above.
 - iii. 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.
 - iv. 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.
 - v. If automobiles provided by the Indemnitor 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.
 - vi. If the 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.
 - vii. If the Indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.

6. The 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 20 12 04 13 ("Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations")** 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 the 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. This Agreement and the Town's permission for the Indemnitor to provide goods and/or services at or on the Premises shall not be assigned by the Indemnitor without the prior written approval of the Town's First Selectman, the Director of Parks and Recreation, or the Farm Director.
8. 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. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. 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. 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

