

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 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.

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 NUMBER: _____

E-MAIL ADDRESS: _____

NAME OF EVENT: _____

INDIVIDUAL IN CHARGE ON-SITE ON DAY OF EVENT NAME: _____ CELL NUMBER: _____

OF PARTICIPANTS: _____ Admission Charge (IF ANY) _____

DATE(S) OF EVENT: _____

START DATE AND TIME: _____ **END DATE AND TIME:** _____
(including set up) (including breakdown)

TOWN PROPERTY AND/OR 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 _____
Bouncy House _____ (Requires professional 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.

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 _____)	_____

Approvals/Comments	Date
Chief of Police	
Fire Chief	
Director of Public Works	
Director of Parks and Recreation	
Director of Westport/Weston Health District	
Westport Library	

	Completed
Processing Fee (\$100)	
Certified Check (\$1000)	
Certificate of Insurance	
Indemnity/Hold Harmless	
Map/Route/Set-Up	
After Action Report	
Certified Check Returned	



SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insurance provider Name and Address; CONTACT NAME; PHONE (A/C, No, Ext); FAX (A/C, No); E-MAIL ADDRESS; INSURER(S) AFFORDING COVERAGE; NAIC #; INSURED: Insured Name and Address; INSURER A: Insurance Company Name; INSURER B; INSURER C; INSURER D; INSURER E; INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
[Brief description of the event]
Town of Westport is Named as an Additional Insured
Insurance is Primary and Non-Contributory
Waiver of Subrogation Applies in Favor of Certificate Holder (Town of Westport)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Town of Westport, 110 Myrtle Avenue, Westport, CT 06880; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

EVENT PERMITTEE 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, 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. 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.

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



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

THIRD PARTY PROVIDER INDEMNITY AND HOLD HARMLESS AGREEMENT FOR EVENTS ON TOWN PROPERTY

(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, 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 purpose of _____ (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, 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;

NOW THEREFORE, in consideration the Town's issuing the Permit to the Permittee that allows 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 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 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 the Indemnitor provides drones at the Event, 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 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.
 - v. 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.
 - vi. 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 Acond 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 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.

This Agreement shall be binding on the 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 Third Party Provider)

By _____
 Print Name:
 Print Title:

STATE OF CONNECTICUT)
) ss: Westport, Connecticut, _____ 20_____
 COUNTY OF FAIRFIELD)

Personally appeared _____ signer(s) and sealer of the foregoing 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 the Indemnitor and to bind the Indemnitor to its terms and that he or she holds the title with the Indemnitor that is written below his or her name above.

 Notary Public
 Print Name:
 Print Address:
 My Commission Expires: _____
 Commissioner of the Superior Court