



**VILLAGE OF HORSEHEADS
PERMIT APPLICATION
FESTIVAL, PARADE, MOTORCADE, PUBLIC ASSEMBLY**

ALL FESTIVAL APPLICATIONS MUST BE SUBMITTED AT LEAST 60 DAYS PRIOR TO DATE OF EVENT.

1. Name of Event _____

2. Applicants Name: _____
Address & Phone #: _____

3. Event Sponsor: _____
Address & Phone #: _____

(If Not-for-Profit, so indicate and provide documentation of such status)

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

5. Purpose/Reason for Event: _____

6. Village Park, Public Area, or Street Requested: _____

7. Day(s), Date(s) and Times of Event Requested): (Must include set-up, tear down, and cleanup time):

8. Start/Stop Times for Event: _____

9. Alcoholic Beverages? [] Yes [] No

10. Vendor Fee Charged? [] Yes [] No Amount: _____

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

12. Anticipated Number of Vendors: _____ Anticipated Crowd Attendance: _____

13. 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:

14. Statement indicating security measures to be taken, including security personnel hired by applicant to serve on-site:

15. Number of volunteers/personnel for event: _____

16. EVENT COMMUNICATION:

Name, address and telephone number of onsite coordinator(s) of event: _____

Form of communication onsite:

two-way radios (Village staff to be given at least one radio)

cell phone(s) number(s) _____

17. 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.

Application MUST include:

- Certificate of Insurance for an amount no less than \$1,000,000 single occurrence naming Village of Horseheads as an additional insured. The Certificate must include the name of the special event, and the date, time and location of the event.
- Indemnity Agreement (attached).
- A map showing the following items:
 - Area, streets, or portion of streets requested for event
 - Location of command center/information booth.
 - 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
 - Location of public and/or temporary restroom facilities
 - Parades/motorcades: 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 - FOR VILLAGE PURPOSES ONLY

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: _____

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

APPROVED BY:

Village Manager

Date

/rmb
cc: Police, Fire, Code Enforcement, Village Attorney
(Last Revised: 06/2013)

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 the _____, of _____ hereinafter referred to as "Indemnitor" the use of of said Village for the purpose of _____ it is hereby agreed:

1. The Indemnitor indemnifies and holds harmless the Village of Horseheads, its officers, agents, employees and officials to the extent of 100% of the liability, cost, loss, expense or damage, by reason of any claim or claims asserted against them by participants, volunteers, officials, property owners, bystanders, spectators or others for personal injury and/or property damage or other demand, claim, cost or judgment resulting from or arising out of the use of the Village's facilities, whether or not same results from or arises out of an accidental event caused by an employee, participant, official, agent or volunteer of the undersigned. This indemnity shall include reasonable attorney's fees of defense of the Village whether or not a claim or action is rightfully brought.
2. The Indemnitor does not indemnify the Village for intentional wrongful or malicious acts of employees or representatives of the Village.
3. The Village and the Indemnitor agree each shall promptly notify the other in writing at the above respective addresses as soon as either has knowledge of any inquiry and of any claim being asserted against either of them.
4. In case a claim shall be brought or an action filed under this agreement, the Indemnitor may employ attorneys of its own choice to defend same on behalf of the Village at the Indemnitor's expense. The Village shall have sole authority over direction of defense, compromise or settlement of the claim or action.
5. The indemnity under this agreement shall commence on _____ and shall continue in full force until such time as the Village shall agree to terminate same.
6. The Indemnitor represents that the signatory party to this agreement has the authority to execute this agreement and to bind the Indemnitor.
7. This agreement shall be deemed to be made in the State of New York, and shall be governed by the Laws thereof.

8. This agreement shall be binding and conclusive upon the respective parties hereto and their successors, heirs, assigns, executors, administrators, and legal representatives, and shall not be modified unless in writing and signed by all of the parties hereto in the same manner as this agreement is executed.
9. In the event that 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, the Indemnitor agrees to abide by all terms and conditions of such permit or approval.

DATE: _____, 20__

Sponsor _____,

By: _____
Its: _____

DATE: _____, 20__

VILLAGE OF HORSEHEADS

By: _____
Its: Village Manager

NOTE: GENERALLY THIS AGREEMENT WILL BE ACCOMPANIED BY ACCEPTABLE PROOF OF INSURANCE NAMING THE VILLAGE AN INSURED WITH LIMITS OF COVERAGE ACCEPTABLE TO THE VILLAGE, SUCH LIMITS USUALLY BEING NOT LESS THAN \$1,000,000 SINGLE LIMIT.