



## INC. VILLAGE OF NEW HYDE PARK PARKS AND RECREATION COMMISSION

### APPLICATION FOR PERMIT FOR USE OF VILLAGE PARKS

The Parks and Recreation Commission has adopted the following rules and regulations with respect to requests for use of the Village Parks.

1. Requests for permits for the use of Village Parks shall only be considered when made upon this form, duly completed and signed, and submitted with all other supporting documents and required papers to Parks & Recreation Commission, c/o Office of the Village of new Hyde Park, new Hyde Park, NY 11040. **Completed permit applications must be received at least 30 days in advance of any date or dates requested.** Applications will be considered by the Commission only at its regular monthly meetings.
2. Permits issued by the Commission for use of either Memorial Park or Nuzzi Field shall be limited to the hours requested in the application , and in any event such hours shall be limited as follows:

**April 1 to September 30-9:00 AM to Dusk**

**October 1 to March 31- 9:00 AM to 5:00 PM**

The above hours shall be applicable Monday through Saturday, inclusive. Sunday shall not commence until 1:00 PM, year-round.

3. Groups or organizations requesting permits shall submit a CERTIFICATE OF INSURANCE naming the Village of New Hyde Park, as a covered party against liability for damages for injuries to persons and property. Such certificates shall have minimum limits of \$2,000,000.00 per person/\$1,000,000.00 per occurrence for personal injury and \$1,000,000.00 for personal damage, and such policy shall be effective for all dates and times covered in the permit request. By order of the BOARD OF TRUSTEES, this insurance coverage may not be waived, nor the mandatory minimum limits be decreased. In addition, a HOLD HARMLESS/INDEMNITY AGREEMENT in favor of the Village shall be completed and submitted with the permit application.
4. The Commission, and /or the Board of Trustees, reserves the right to cancel or modify any permit and/or conditions or terms thereof, in its or their discretion. The Village will make all efforts to notify permit-holders of any such cancellation or modification at least 72 hours prior to the dates requested in the application. In event of cancellation/changes by the Village, permit holders who have paid a fee will be refunded such fee in full.
5. Permit holders shall be responsible for continuous supervision of all members of their group or organization while in or upon park grounds and facilities; shall be liable for cleanup and policing of all area and facilities used; and shall be liable for any damage or injury to park property, grounds, facilities or equipment caused by members of their group or organization.
6. Any infraction of park rules or regulations, any violation of any terms or conditions of the permit, or any violation of good order and conduct by members of the permit holder may result in the cancellation of this permit and/or the denial of future permits.
7. It is the public policy of the Village that groups or organizations requesting permits be primarily composed of individuals who actually reside in the Incorporated Village, and that the group or organization serve a particular civic, social, fraternal, charitable or recreational need of the community. Accordingly, groups composed primarily of Village residents will be given first preferences in all permit requests, and if required, an organization may be requested, and shall provide, a detailed statement of membership and functions, within the village Community. Groups or organizations composed mostly of non-residents may request permits, but in such case a fee of \$25.00 shall be charged for each separate date requested. This fee shall be non-refundable, except in the case of cancellation, revocation or unacceptable changes in the permit made by the Village.

**\*\*\*PLEASE COMPLETE APPLICATION ON OTHER SIDE\*\*\***

**Please complete the following questions completely leaving no blanks.**

1. Name of organization requesting the use of the Park(s) \_\_\_\_\_
2. Park(s) desired:       Memorial Park               Nuzzi Field
3. Estimated number of persons to attend \_\_\_\_\_
4. What percentage of membership are residents of the Village \_\_\_\_\_
5. Date or dates for which Park is requested and hours on each date: \_\_\_\_\_
6. What part of the Park is to be used (whish ball field and/or playground) \_\_\_\_\_
7. Explain clearly the purpose for which you desire use of the park(s) \_\_\_\_\_  
\_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's association with Organization: \_\_\_\_\_

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

Home Phone No. \_\_\_\_\_ Cell No: \_\_\_\_\_

Business No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Pursuant to the Village policy governing the use of Village property:**

**"A Certificate of Insurance insuring the Village against liability for personal injury or property damage shall be supplied by the organization and in addition, it is understood that the said organization shall furnish a hold harmless and indemnity agreement to the Village."**

**By signing this application the applicant acknowledges understanding of this requirement and will conform with its requirement. In addition, acknowledgement is made to the understanding of the Responsibilities of the Organizations using the Village property as stated on the other side of this application.**

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**OFFICE USE ONLY**

Action taken on this application by commission:

Approved \_\_\_\_\_ Denied \_\_\_\_\_

If approved, specify dates/locations & hours: \_\_\_\_\_

If denied, reasons if any given: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ By order of the Parks and Recreation Commission by: \_\_\_\_\_

Village Board Notified: \_\_\_\_\_ Department of Public Works Notified: \_\_\_\_\_

**INC. VILLAGE OF NEW HYDE PARK, NEW YORK  
INDEMNIFICATION AGREEMENT**

Date of Agreement: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Re: Permit for Use of: \_\_\_\_\_  
(Describe and give location of Village property or facility)

Permit Approved by: \_\_\_\_\_  
(Name of Issuing Board, Commission or Village Officer)

Parties to agreement:

Name and Address of Permit Application/Indemnitor: \_\_\_\_\_

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Name and Address of Indemnee: **Inc. Village of New Hyde Park**  
**Village Hall**  
**1420 Jericho Tpke.**  
**New Hyde Park, NY 11040**

1. The Indemnitor/Applicant (herin the Indemnitor" named above is a

\_\_\_\_\_ (Natural Person, Corporation, Partnership, Association or other entity)

having its residence address or principal business office located at the address set forth herinabove. The Indemnee (hereinafter the "Village") is a municipal corporation and political subdivision of the State of New York, having its principal offices at the address set forth hereinabove.

2. The Indemnee has applied or is applying to a board, commission, agency or officer of the Village for a permit to use certain park, building or other facilities owned by the Village on a certain date or dates for certain organized activities, all as more particularly set forth and described in Indemnitor's written application, a copy of which is either annexed hereto or incorporated herein by reference and made a part of this agreement
3. Pursuant to the rules or regulations of the Village and in consideration of such Village Board, commission, agency or officer granting such permit, and as a condition precedent to such grant and approval, the Indemnitor does hereby covenant and agree to indemnify the Village and hold the same free and harmless from and against any and all claims, actions, demands, proceedings, awards, judgments, liens and other obligations, whether for monetary damages or other relief, legal or equitable, including but not limited to damages for injuries to persons or property, arising out of or in connection with the actual or proposed use of Village property by the Indemnitor and/or the activities, functions, events, conduct, affairs or proceedings of the Indemnitor relative thereto. Such indemnification shall extend to and shall be deemed to include:
- a. All acts of omission as well as commission.
  - b. All incidental or accessory acts or omissions, including those relating to oral or written announcements, communication, advertising or publicity; relating to the collection of any fees, entry or admission charges or other receivables and the financial accounting therefore; relating to the payment of any expenditures, costs, funds or encumbrances and the financial accounting therefor or relating to the restriction, exclusion or limitation, or other qualification of any person or persons desiring to attend, participate or be admitted to the functions or activities of Indemnitor.
  - c. The safety, health, welfare, peace, order and good conduct of Indemnitor, its officers, directors, shareholders, members, partners, agents, contractors and employees, if any; and all guests, invitees, attendees and participants in the activities, functions, events, or other organized proceedings conducted, sponsored or engaged in by indemnitor on or about Village property.
4. Indemnitor further covenants and agrees to indemnify the Village and hold the same free and harmless from and against the costs and expenses actually and reasonably incurred in the investigation, examination, review, defense or litigation of any such claim, action, demand, proceeding, award, judgement, lien or other obligation as aforesaid, including but not limited to reasonable attorney's fees.
5. For purposes of this agreement, the term "Indemnee" and/or "Village" shall mean and include the Incorporated Village of New Hyde Park as both a corporate entity and body politic; its Corporate, Public or Administrative Officers, Trustees, Officials or Agents; the members, either elected or appointed of every Village Board, Commission, Committee, Council or other body, both in their joint and several capacities and in their individual or official capacities; and every other employee of the Village, whether compensated or uncompensated, and whether temporary or permanent, in both their individual and official capacities.

6. Indemnitor, its Officers and Directors, Members and Shareholders, Partners, Agents, Contractors, and Employees, hereby assume sole liability for the supervision, control, care and direction of all persons, including but not limited to, all guests, participants, attendees and invitees, who attend or participate in the activities, affairs, functions, events, meetings, proceedings or other organized programs conducted, sponsored or engaged in by Indemnitor or such other specified and related parties, on or about Village property, the issuance by the Village of any permit contemplated by this agreement shall in no event or circumstance be deemed or construed as an assumption by it of any risk or liability reserved hereunder to Indemnitor, either in whole or in part, or as a waiver of the rights and immunities provided by and under this agreement.
7. The permit to use Village property contemplated by this agreement, is hereby understood and agreed to be further conditioned upon the Indemnitor obtaining a policy or policies of general liability insurance, at or above the minimum contractual limits specified in the permit application, and insuring Indemnitor and the Village against all claims or demands for damages for injuries to persons or property, arising or allegedly arising out of or in connection with the use of Village property by the Indemnitor on any date and at any time covered by such permit. A certificate of such insurance, and written proof evidencing and acknowledging the payment by Indemnitor of all premiums due thereon, shall be filled by Indemnitor in the Village Clerk prior to the issuance of the subject permit, and every policy, rider, endorsement, limitation, condition or certificate respecting such insurance coverage shall be subject to review, approval and acceptance by the Village's attorney(s), who shall have final discretion and authority in determining the legal and other sufficiencies thereof.
8. This agreement shall be binding upon and shall inure to the benefit of the respective parties, as the case may be, their respective assigns, subrogees, successors, and legal representatives. This agreement may not be changed or modified, and no provision, right, immunity, liability or obligation may be amended, waived, cancelled or annulled, except by an instrument in writing duly executed by all parties herein.
9. This agreement is in standard form authorized by the Board of Trustees of the Village and approved by the Village attorney. When signed and executed by any Officer, Official, Board or Commission member designated by the Board of Trustees, or by the Village Clerk, this agreement shall be deemed and construed as having been duly made and executed by authorization of the Board of Trustees. Any person making and filing the permit application(s) contemplated by this agreement, and subscribing the affirmation set forth hereinbelow, shall be conclusively presumed to have acted as the lawful and duly authorized agent or representative of the named Indemnitor, and shall be fully subject to all laws providing penalties for perjury and the making, offering or filing of false statements or instruments.

IN WITNESS WHEREOF, the parties hereto have made and executed the forgoing agreement the day and date above first written.

\_\_\_\_\_

Indemnitor

By: \_\_\_\_\_, who hereby affirms under the  
Name of Person subscribing (Print Name)  
 penalties of perjury that (s)he is the \_\_\_\_\_ of the party named and described as  
Title or Position

the Indemnitor herein; that (s)he is the lawful agent or representative of the said indemnitor and is duly authorized and empowered to make the application(s) for permits contemplated by this agreement, and to sign and execute this agreement, on behalf of said Indemnitor, that (s)he does hereby make and sign this agreement with the knowledge, approval and consent of Indemnitor and with its understanding and intent to be fully bound hereby; and that (s)he acknowledges hereby that any false statement made in this affirmation is punishable as a Class 'A' misdemeanor pursuant to section 210.45 of the Penal Law of the State of New York.

\_\_\_\_\_

The Inc. Village of New Hyde Park

By: \_\_\_\_\_  
 \_\_\_\_\_  
(Print Name and Title of Person Subscribing)

**FOR OFFICIAL USE ONLY**

Permit Number and/or Date of Permit Granted \_\_\_\_\_

Permit Fee Paid    Yes    No    Not Required    Waived \_\_\_\_\_ (Initial)

Insurance Certificate Filed    \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Attached Copy of Certificate to File Copy)

Name of Carrier \_\_\_\_\_

Application for Permit approved. Acknowledged \_\_\_\_\_  
(Signature of Person Acknowledged on Behalf of Board, commission or Officer)

