



Incorporated Village of Westhampton Beach
165 Mill Road, Westhampton Beach, New York 11978
(631) 288-1654 * Fax: (631) 288-4332 * clerk@westhamptonbeach.org

Use of Village Property Application Requirements

| | | | |
|-----|---|---|--|
| (a) | <input type="checkbox"/> Completed Application | <input type="checkbox"/> Indemnification Form <input type="checkbox"/> Temporary Sign Permit | <input type="checkbox"/> Garbage Acknowledgement <input type="checkbox"/> Site Plan |
| (b) | <input type="checkbox"/> APPLICATION FEE \$100 <input type="checkbox"/> SECURITY DEPOSIT \$500 | | |
| (c) | <input type="checkbox"/> Certificate of Comprehensive General Liability Insurance (COI) naming Village of Westhampton Beach as an Additional Insured must be received at least 30 days prior to requested date of use. | | |
| (d) | <input type="checkbox"/> Billboard Permit + Fee \$30 (optional) *additional application* | | |

**** If the Organization *does not* have updated COI due to payment per certificate a PAYMENT (\$100 & \$500) must be submitted with the application for application to be considered “complete” for the Board to review.**

**** A copy of the COI must be submitted to the Village (**30 days**) prior to the event.**

**** (1) Application is required PER EVENT / PER VILLAGE PROPERTY- If using Village Property for consecutive days/weekends only (1) application is required.**

Rules for the Use of Village Property for Non-Village Related Purposes

1. Alcoholic beverages of any kind are prohibited on Village property except by permission of the Village Board, which may be withheld. If permission is granted, New York State Liquor Authority approval shall be obtained.
2. **No admission fees may be charged for functions conducted on Village property.**
3. If cancellation of this application is desired, it should be done at least **three (3) days** prior to the event by notification to the Village Clerk. There will be no refund of the \$100 fee.
4. The user of the Village property must leave it in good order after its use. If no damage or debris is found, the security deposit shall be returned.
5. The user must return all furniture and fixtures borrowed to their original location. No staples, tacks, nails, scotch tape or any other material may be affixed to the surface of any Village building or structure.
6. Applicant agrees to indemnify and hold harmless the Incorporated Village of Westhampton Beach, its employees, officers, agents, and any other person acting on the Village's behalf, against loss or expense, including attorney's fees, except in cases of the Village's sole negligence, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in the consequence of the use of the property covered by this agreement, whether such injury to persons or damage to property are due or claimed to be due to any active or passive negligence of the Village, its employees, officers, agents or any other persons.
7. This application shall be accompanied by a Certificate of Comprehensive General Liability Insurance containing the following language, with limits of not less than \$1,000,000 per person / \$2,000,000 per occurrence for bodily injury, and \$2,000,000 per occurrence for property damage:

“The Incorporated Village of Westhampton Beach is included as an additional insured with respects to (description of event or activity) to be held (specific date(s) at (specific location).”

Failure to supply the necessary insurance coverage will result in disapproval of this application. The Village Trustees may require lower or higher limits of protection in certain specific instances. Any insurance policy submitted under this paragraph **must contain a rider naming the Village as an insured for “host liquor liability,”** and said policy in all respects must be approved as to form by the Village Attorney and Village insurance agent.

8. Application by an individual for private use involving less than 25 people shall evidence a current in force personal liability policy with at least \$300,000 limit.
9. Applicant further consents to an inspection of the premises by a Police Officer or other Enforcement Officer, upon request, for the purpose of ensuring that the terms and conditions of the permit are met and agrees to abide by any and all ordinances of the Village of Westhampton Beach, including but not limited to Chapter 110 “Noise” and Chapter 178 “Vehicles and Traffic” of the Village of Westhampton Beach code. Copies of the aforementioned ordinances are available upon request.
10. Open Fires are Prohibited at all times.
11. Tent Stakes are prohibited on the Great Lawn and Village Green.
12. Any event that designates a route on Village roads is prohibited from using paint products on said road ways.
13. All signs in conjunction with an application for use of Village property are prohibited unless specifically approved by resolution of the Village Board or through a separate billboard use application.



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INCORPORATED VILLAGE of WESTHAMPTON BEACH
Use of Village Property for Non-Village Purposes

- Purpose:** To establish a procedure for processing applications for the use of Village property by organizations or individuals.
- Scope:** This rule applies to all Village property that is deemed acceptable for use by the public.
- References:** Application form required, together with rules thereon, plus proper insurance certificates and fees.
- Policy:** It is the policy of the Village of Westhampton Beach to make Village property available to citizens and certain organizations whenever that property is not in use by the Village government and when it is otherwise deemed suitable to do so. Groups will be permitted to use the Village property based on the following sequence of priorities:

- A. Village departments or agencies.
- B. Agencies supported in whole or in part by the Village.

Groups or activities excluded from use of Village property include those that:

- A. Are political entities.
- B. Are of a dangerous nature.
- C. Discriminate against persons on the basis of race, creed, color, age, sex or national origin.

Village properties which house so-called sensitive government offices are not available to outside groups. These include but are not limited to: the Village Hall and Department of Public Works area.

- Procedure:** Request must be submitted to the Village Clerk on this Application Form at least 30 days prior to the event date, together with the necessary insurance certificate(s), \$100 fee, \$500 security deposit, site plan drawing of event. The Village Clerk will bring the matter to the Board of Trustee's attention and schedule a work session discussion for approval. In any event, the Village Clerk shall keep the Trustees advised of application pending or approved as they are received.

Approval shall be given when all requirements are met and the Board of Trustees determine it is acceptable. Receipt of application by date and time shall determine priority of use.

Multiple use of the same property shall be at the decision of the Mayor or the Trustees. Such use will not change the individual user's requirements or acceptability.



INCORPORATED VILLAGE of WESTHAMPTON BEACH

Application for Use of Village Property

INSTRUCTIONS TO APPLICANTS

Please submit two (2) copies of this form, along with a completed Certificate of Comprehensive General Liability Insurance as described below, and an Application Fee of \$100 (or appropriate fee as on attached fee schedule) and \$500 Security Deposit, to the:

Village Clerk
Incorporated Village of Westhampton Beach
165 Mill Road
Westhampton Beach, New York 11978

Completed Application, including \$100 application fee, \$500 security deposit, Certificate of Comprehensive General Liability Insurance showing the Village of Westhampton Beach as an Additional Insured and Garbage Acknowledgement form must be received at least 30 days prior to requested date of use.

Application for use of Village property is made on behalf of:

_____ (Name of Individual, Group or Organization)

Address: _____

Contact Person: _____ Telephone: _____

Email Address: _____ Fax Number: _____

INFORMATION ON VILLAGE PROPERTY DESIRED FOR USE

Village Facility/Location Requested: _____

Estimated Attendance: _____ Bathroom Needed: YES NO

Date(s) Requested: _____

***If consecutive dates, please include DAY and DATE RANGE ***

Set-up and breakdown required? If **YES**, provide additional dates and times _____

Time of Event: **From** _____ (AM/PM) **To:** _____ (AM/PM)

Rain Date: _____ (If rain date is to be utilized, notification to WHB Police Department must be made **24 hours in advance**)

Nature of Event for which Village property use is desired (describe in detail):

Parking: On Site: ____YES __NO

If YES, please provide site plan for property

If portable bathrooms are being provided, include their location on site plan.

If event is along Village right of way (race, walk, bicycles, etc.) please provide map of route.

Traffic Control Needed: ____YES ____NO

If YES, please specify which type: _____

Signs: ____YES ____NO

If YES, complete page 3 – Temporary Sign Application; separate approval required by Board of Trustees of Billboard Application (see page 4, #13)

Tent: ____YES ____NO

If YES, complete tent permit application to Building Department

Music: ____YES ____NO

Electrical: ____YES ____NO

Village Departments to Be Notified:

| | | | | | | | | | | |
|-------------|--|--------|--|------|--|--------------|--|-----------------|--|-------|
| Department: | | Police | | Fire | | Public Works | | Insurance Agent | | Other |
|-------------|--|--------|--|------|--|--------------|--|-----------------|--|-------|

EVENT GARBAGE ACKNOWLEDGEMENT

I/We agree to the below conditions of garbage removal:

1. No trash or garbage may be left on the Village property; you must make arrangements for garbage removal.

2. Any Garbage or debris left will be removed by the Village Public Works and the cost of the removal shall be forfeited from the applicant's security deposit.

GARBAGE PLAN:

I/We accept the responsibility for the removal of garbage/trash created by this event.

SIGNATURE _____

DATE _____

TEMPORARY SIGN PERMIT APPLICATION

TYPE OF SIGN – Please Check One

DATE FOR SIGN DISPLAY: _____

___ Ground Sign ___ Hanging Sign ___ Village 4x4 Posts

LOCATION OF SIGN/SIGNS:

| Select (4) | Location Allowed | Maximum Size Height & Width | Duration of Placement | Number |
|------------|--|-----------------------------|----------------------------|----------|
| | Great Lawn | 6' x 10' | 2 weeks prior to the event | 1 |
| | This is in addition to the Library Monday Night Movie sign | | | |
| | Village Green | 3' x 4' | 1 week prior to the event | 1 |
| | This is in addition to the Farmers Market sign | | | |
| | Rogers Beach | 6' x 4' | 1 week prior to the event | 1 |
| | Lashley Beach | 6' x 4' | 1 week prior to the event | |

NOTE: Each event is allowed a maximum total of 4 signs with one event sign at each location at a time.

- Duration of placement may be reduced if there are successive events less than a week apart.
- Event sponsor is responsible for placement and removal of signs within the specified timeframe on the 4x4 posts provided at each location NOT the Village DPW.
- No event signs are permitted in or around any traffic circle, in Mortimer Park or along roadways.
- The current Billboard application remains unless there is a need to amend that as well.

PLOT DIAGRAM - Please locate all sign placements on drawing of property. ****All signs must be removed within (24 Hours) of the end of the event.*** Non-compliance is subject to a reduction of security deposit.

VILLAGE PROPERTY USE FEES



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A security deposit of \$500.00 will be required from all applicants who submit an application for the use of Village Property. The deposit is refundable after inspection of Village Property within 72 hours of an event's conclusion by the Department of Public Works.

- **Village Hall use request by Non-resident** \$500.00
Request requires approval by Mayor.
Governmental (Town, County, State, etc.) use is fee exempt.
- **Municipal Parking lots after 5:00 p.m.** \$250.00
- **Village Property use by resident or organization** \$100.00
This includes Village beaches, Village Green, the Great Lawn
Yacht Basin/Marina or other Village-owned property.
[Use of Village Beaches MUST be after operating hours during peak season]

This fee for a specific event may be waived by the Board at their discretion after review.

Certification by Applicant

I/We are duly authorized representative(s) of the group or organization named in this application, and have read and agreed to abide by the aforesaid rules.

Signature of Applicant or Representative

Print Name and Title

SPACE BELOW IS FOR VILLAGE USE ONLY

| | | | | |
|--|----------|--|-------------|--|
| Date Application Received: _____ / _____ / _____ | Approved | | Disapproved | |
|--|----------|--|-------------|--|

Application Status

(Signature of Mayor or Mayor's Designee)

Date: _____

Approval of Incorporated Village of Westhampton Beach Trustees (if necessary) Date: _____

(Signature of Village Clerk)

Date: _____

VILLAGE OF WESTHAMPTON BEACH
USE OF VILLAGE PROPERTY APPLICATION

INDEMNITY AGREEMENT



STATE OF NEW YORK}

}ss:

COUNTY OF SUFFOLK}

In consideration of issuance by the Village of Westhampton Beach of a Use of Village Property Permit, the applicant voluntarily agrees to indemnify and hold the Village of Westhampton Beach and its officers, employees, and agents harmless from and against any and all losses, liabilities, damages, or costs including attorney's fees sustained by any person for personal injury, death, or property damage arising out of, or as a consequence to the Use permit.

The undersigned further agrees to indemnify and hold harmless the Village and its officers, employees and agents from and against any and all losses, liabilities, damages, or costs which may be imposed upon, incurred by or asserted against the Village by reason of any act of omission of the undersigned, which result in damage or injury of any kind to any person or any property and which arises out of or is any way connected with the use permitted by this permit.

Applicant Signature

Sworn to before me this

____ day of _____, 20__

Notary Public