



## INCORPORATED VILLAGE of WESTHAMPTON BEACH

### Application for Special Event for Commercial Purposes

#### INSTRUCTIONS TO APPLICANTS

Please submit two (2) copies of this form, along with a completed Certificate of Comprehensive General Liability Insurance showing the Village of Westhampton Beach as an Additional Insured, and an Application Fee of \$750 per day and \$500 security deposit, at least 30 days prior to event date to the:

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

Application for Special Event is made on behalf of:

\_\_\_\_\_  
(Name of Group or Organization)

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

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

#### INFORMATION ON EVENT

Location Requested: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Date(s) and Hours Requested: From \_\_\_\_\_ To: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

#### ***Certification by Applicant***

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

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Signature of Presiding Officer (Print Name and Title)

Village Departments to Be Notified:

Department:	Police	Fire	Public Works	Insurance Agent	Other	
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**SPACE BELOW IS FOR VILLAGE USE ONLY**

Date Application Received:		Application Approved	Disapproved	
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\_\_\_\_\_  
(Signature of Mayor or Mayor's Designee)

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

Approval of Incorporated Village of Westhampton Beach Trustees (if necessary)

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

\_\_\_\_\_  
(Signature of Village Clerk)

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

## **Rules for the Special Event Use 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 \$750 per day fee.
4. The user of the property must leave it in good order after its use; the Highway Department will inspect within seventy-two (72) hours of the end of the event. If no damage or debris is found, the security deposit shall be returned.
5. The user must return all furniture and fixtures used by them to their original location.
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 will be considered subject to the above paragraphs One through Seven provided the sponsoring individual shall evidence a current in force personal liability policy with at least \$300,000 limit.



INCORPORATED VILLAGE OF WESTHAMPTON BEACH  
165 MILL ROAD  
WESTHAMPTON BEACH, NEW YORK 11978  
(631) 288-1654  
WWW.WESTHAMPTONBEACH.ORG

## INCORPORATED VILLAGE of WESTHAMPTON BEACH Special Event Use for Non-Village Purposes

**Purpose:** To establish a procedure for processing applications for Special Event use 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, 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 Office, Police Department, and Department of Public Works area.

Expenses above the \$750 per day fee incurred by the Village or any of its agents during the course of processing this application shall be reimbursed by the applicant prior to consideration of application.

**Procedure:** Request must be submitted to the Village Clerk on this Application Form two (2) weeks prior to the event date, together with the necessary insurance certificate(s), \$750 per day fee, and \$500 security deposit. The Village Clerk will bring the matter to the Mayor's attention for approval as soon as practical. If the Mayor deems it necessary for the Trustees to approve this application, the Mayor shall have the Village Clerk proceed accordingly. In any event, the Village Clerk shall keep the Trustees advised of application pending or approved as they are received.

Approval shall be given as soon as all requirements are met. 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.

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.**

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**Applicant Signature**

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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**Notary Public**