

**USE OF FACILITIES FORM**  
*Inc. Village of Farmingdale*

Guidelines for submission of application are as follows:

1. Review the Insurance Requirements for use of Village Property, and forward to your insurance carrier for issuance of required certificates. NOTE: The Village Board reserves the right to require alternative liability limits when applicable.
2. Complete Application - do not leave any blanks.
3. **Any vendors hired must comply with the insurance requirements of the Village for Independent Contractors/Vendors of residents/groups that are using village facilities.**
4. Guidelines for submission of application are as follows:

Today's Date: \_\_\_\_\_

Date(s) & Times Requested: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

If not an organization, name of Individual \_\_\_\_\_

Nature of Event: \_\_\_\_\_

Will Food be served? \_\_\_\_\_

\*\*Will there be rides/inflatables or other vendors – describe and note #3 above?

\_\_\_\_\_

Group Size: \_\_\_\_\_

Person in Charge: \_\_\_\_\_

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

\_\_\_\_\_

Phone #: \_\_\_\_\_

**\*\*See Insurance Requirements For Independent Contractors/Vendors of Organizations that are using the Village facilities or property**

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*Incorporated Village of Farmingdale*

**Pursuant to municipal regulations, the utilization of Village property is strictly contingent upon the event remaining entirely free of charge; the assessment of admission fees, registration charges, or any form of commercial solicitation is strictly prohibited.**

The undersigned, an officer of the Organization requesting use of the Village's facilities, or the individual requesting use of the Village's facilities, guarantees observance of all regulations governing use of facilities of the Incorporated Village of Farmingdale, payment of any charges incurred and states that the organization agrees to indemnify and save harmless the Incorporated Village of Farmingdale and the Village Board against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from, the use of such facilities.

Signed \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

Print Name \_\_\_\_\_  
Date \_\_\_\_\_  
Phone \_\_\_\_\_

Administrator's Approval \_\_\_\_\_

A Use Permit will be returned to you when your date is confirmed. No one will be allowed to use municipal facilities without the Use Permit and a copy of the Insurance Certificate.

## **INSURANCE REQUIREMENTS FOR USE OF VILLAGE PROPERTY**

An organization using Village property must comply with the Village's Use of Facility Standards. It is suggested that the organization maintain at a minimum the following, giving evidence of same to the Village in the **form of a Certificate of Insurance, copy of the General Liability Declarations Page and copy of the Additional Insured Endorsement and provide** 30 days notice of cancellation, non-renewal or material change. A New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an AM Best Rating of at least A-IX. **Workers Compensation and NYS Disability are required for any organization that has employees that will be working on the premises.**

### **I. COMMERCIAL GENERAL LIABILITY**

Coverage	Occurrence - 1988 ISO or equivalent
Limits	General Aggregate \$2,000,000 Products-Comp/Ops Aggregate \$1,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Damage (Any one Fire) \$ 50,000 Medical Exp. (Any one Person) \$ 5,000
Additional Insured	Municipality and all appointed and elected officials, employees and volunteers Using ISO form CG2005 or equivalent
Unacceptable Exclusions	Athletic Participants and Sexual Abuse & Molestation
Mandatory:	If Alcohol is being served or sold, evidence of Liquor Law Legal Liability is required.

### **II. UMBRELLA LIABILITY - Recommended**

Coverage	Umbrella or Excess Form providing excess of General Liability and Automobile Liability
Suggested Limit	\$2,000,000
Additional Insured	Municipality and all appointed and elected officials, employees and volunteers

III. **WORKERS COMPENSATION AND NYS DISABILITY**

Statutory coverage is required if the Organization has employees that will be working on the premises.

IV. **HOLD HARMLESS**

The undersigned, an officer of the organization requesting use of the Village's facilities, guarantees observance of all regulations governing the use of facilities of the Village of Farmingdale, payment of any charges incurred and states that the organization agrees to indemnify and save harmless the Incorporated Village of Farmingdale, all elected and appointed officials, employees and volunteers against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from, the use of such facilities.

**Inc. Village of Farmingdale**  
**Insurance Requirements For Independent Contractors/Vendors of Organizations**  
**that are using the Village facilities or property**  
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The independent contractor/vendor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Farmingdale and \_\_\_\_\_ (Organization that is contacting with the vendor) on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Village's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

**NOTE: This agreement is not intended to include the operations of Fireworks or Mechanical Amusements Rides. These operations must be reviewed and approved the Elected and Appointed Officials and the Department of Buildings and Grounds.**

**Certificate Holder should read:    Inc. Village of Farmingdale**  
**361 Main Street**  
**Farmingdale, NY 11735**

- I.     Workers Compensation and NYS Disability
- |            |  |
|------------|--|
| Coverage   | Statutory  |
| Extensions | Voluntary Compensation; All States Coverage<br>Employers Liability - Unlimited |
- II.    Commercial General Liability
- |                     |   |
|---------------------|---|
| Coverage and Limits | Occurrence - 1988 ISO or equivalent                 |
|                     | General Aggregate                     \$2,000,000   |
|                     | Products & Completed Operations   \$2,000,000       |
|                     | Personal & Advertising Injury       \$1,000,000     |
|                     | Per Occurrence Limit                 \$1,000,000    |
|                     | Fire Damage                             \$   50,000 |
|                     | Medical Expense                       \$    5,000   |
- Additional Insured                     Inc. Village of Farmingdale, Elected and Appointed  
Officials, employees, volunteers, Committee  
Members and \_\_\_\_\_ (Organization)  
using ISO Form CG2026 or equivalent.
- Extension – Mandatory                Aggregate Limits to apply per project.  
Contractual Liability to cover Hold Harmless
- Extension – If possible                 Endorsement showing that this policy is considered  
primary and non-contributory.  
Waiver of Subrogation in favor of the additional  
insureds.

**Inc. Village of Farmingdale**

**Insurance Requirements For Independent Contractors/Vendors of Organizations that are using the Village facilities or property**

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- III. Automobile Insurance  
Limit \$1,000,000. Combined Single Limit  
If possible:  
Additional Insured Inc. Village of Farmingdale, Elected and Appointed Officials, employees, volunteers, committee members and \_\_\_\_\_ (Organization)
- IV. Umbrella Liability - Suggested  
Coverage Umbrella Form, or Excess Follow Form  
Suggested Limit \$2,000,000.  
  
Additional Insured Inc. Village of Farmingdale, Elected and Appointed Officials, employees, volunteers, Committee Members, and \_\_\_\_\_ (Organization)

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Farmingdale, Elected and Appointed Officials, employees, volunteers, committee members, \_\_\_\_\_ (Organization) and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable of unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its agents, servants, or employees, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Farmingdale and the \_\_\_\_\_ (Organization) its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Farmingdale or \_\_\_\_\_ (Organization). This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
(Please Print Name and Title)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name