

BRADY PARK RULES AND REGULATIONS

1. Permits for reserved picnic areas are available to groups, organizations and residents of the Incorporated **Village of Massapequa Park ONLY**. Proof of residency is required (i.e. driver's license, tax bill, New York State Identification Card).
2. Applications must be submitted **IN PERSON**, along with the required fee.
3. Permits are not transferrable. Permits must be submitted at the Park at the time of use.
4. Brady Park Picnic Areas are open from 9 a.m. to 8 p.m. Please allow ample time for clean up and departure. Bathrooms will be closed at 8 p.m. for cleaning.
5. The permit grants exclusive use of the picnic area required **ONLY**.
 - Bocce Ball, Shuffleboard, and Horseshoe facilities are available on a first come, first serve basis. Equipment must be signed out with the Park Attendant.
 - You will be required to vacate the baseball field at any time that League Play, Maintenance or Summer Recreation Programs are scheduled.
 - No soccer, lacrosse, golf, football, kickball, bike riding, etc. will be permitted on the field.
6. If you cancel your event the Department of Public Works must be notified at 798-0244 ext. 122 in advance of your picnic dates. **NO REFUNDS**.
7. No alcohol permitted in the Park. To ensure the safety of picnickers or others, no glass bottles of any kind are permitted in picnic areas.
8. **NO LOUD MUSIC OF ANY KIND WILL BE PERMITTED IN THE PARK OR PICNIC AREAS. MUSIC WILL BE PERMITTED IN THE PICNIC AREAS FROM 12 NOON UNTIL 6 PM IF KEPT TO A REASONABLE DECIMAL. NO LOUDSPEAKER DEVICES ARE PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF TRUSTEES.**
9. Permit holders are responsible for damages caused by the group.
10. Permit holders are responsible for leaving the picnic area in a clean condition.
11. Fishing licenses **are required**.
12. The Village **is not responsible** for any loss, theft or damage.
13. The Board of Trustees or the Superintendent of Public Works has the authority to cancel or amend any permit issued by this office at any time deemed necessary.
14. Tables shall not be moved by picnickers or Park Attendant at any time.
15. **THE USE OF TRAMPOLINES, INFLATABLE STRUCTURES, OR MECHANICAL RIDES OF ANY KIND IS STRICTLY PROHIBITED.**

Signature of Applicant

Date

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The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Massapequa Park 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 Municipalities 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.

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| I. | <u>Workers Compensation and NYS Disability</u> | |
| | Coverage | Statutory |
| | Extensions | Voluntary Compensation; All States Coverage
Employers Liability - Unlimited |
| II. | <u>Commercial General Liability</u> | |
| | 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 Massapequa Park, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent |
| | Extension – Mandatory | Contractual Liability to extend to hold harmless |
| | Extension – If possible | Endorsement showing that this policy is considered primary and non-contributory .
Waiver of Subrogation in favor of the additional insured. |
| III. | <u>Automobile Insurance</u> | |
| | Limit | \$1,000,000. Combined Single Limit (Hired and non-owned if no owned auto) |
| | Additional Insured | Inc. Village of Massapequa Park, all elected and appointed officials, employees and volunteers. |
| IV. | <u>Umbrella Liability - Suggested</u> | |
| | Coverage | Umbrella Form, or Excess Follow Form |
| | Suggested Limit | \$2,000,000. |
| | Additional Insured | Inc. Village of Massapequa Park, all elected and appointed officials, employees and volunteers. |

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- V. Professional Liability
- | | |
|---------------|---|
| Coverage | New York State approved form |
| Minimum Limit | \$1,000,000. each claim/\$1,000,000. annual aggregate |
| Special | Hold Harmless per the following or equivalent |

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Professional Vendor/Professional Contractor shall indemnify and hold harmless the Inc. Village of Massapequa Park, its officers, employees, and/or agents harmless from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or 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 subcontractors, agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss and professional injury AKA malpractice for personal injury or property damage to the Inc. Village of Massapequa Park 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 Massapequa Park. 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 _____, 201__.

Name of Firm

Address

Contractor's Signature

(Please Print Name and Title)

Witness:

Signature

Date

Print Name