



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

(Complete this agreement in its entirety and return it to the Village Clerk.)

Fees:

	Non-Resident		Resident	
<i>Size of Group</i>	20-39 people	40 or more People	20-39 people	40 or more people
<i>Fee</i>	\$125	\$250	\$75	\$150
<i>Security deposit</i>	\$125	\$250	\$125	\$250

Application Checklist:

___ Application form completed
___ Liability release and rules agreements signed
___ Refundable security deposit
___ Certificate of Insurance
___ Driver's License copy

PARK REQUESTED

Memorial Park ___ AREA(S) REQUESTED: ___ Upper Lawn ___ Basketball Court ___ Gazebo
___ Viewing Pier ___ Waterfront ___ Splash Pad
Hezekiah Easter Veterans Memorial Square ___

APPLICANT/LICENSEE

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

DAYTIME PHONE # _____ EMAIL: _____

DATE(S) REQUESTED: _____ TIME: From _____ AM/PM to _____ AM/PM
(Rain date: ____/____/____)

Description of the nature of the activity/purpose (specify any equipment, vendors, food, tents, etc.): _____

Number of Attendees/Participants: _____

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working order.

The Licensee agrees to exit Memorial Park no later than dusk on the day of the event, leaving it in the same condition as when it was received, and acknowledges that wading in the stream, climbing on waterfront rocks, and entering the culvert are prohibited.

The Licensee is responsible for: The safety, conduct and supervision of all guests on the premises and any personal injuries or property damages occurring during the time that the Licensee is using the premises, including set-up before the event and during the clean-up period.

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this _____ day of _____, 20____, between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee").

MEMORIAL PARK RULES AND REGULATIONS

I. Memorial Park Rules and Regulations

- General Use and Permit Requirements: Use of Memorial Park is a privilege for residents and those with approved permits issued by the Village of Nyack. Users must provide identification upon request. Authorization may be revoked for violations. Groups of 10 or more require a permit from the Village Clerk; groups of 40 or more require Village Board approval.
- Prohibited Activities: Destruction of property; fires or grills; weapons; smoking or vaping; alcohol; swimming; amplified sound or inflatables without a permit; tents; vending; or driving on the lower lawn.
- Event Hours and Cleanup: All gatherings must end by dusk unless permitted otherwise. Garbage must be removed or bagged and left next to refuse containers.
- Compliance with Laws: Users must comply with all municipal, county, state, and federal laws.
- Public Access: Permitted users may not block public access to park facilities unless specifically authorized.
- Additional Requirements: The Village may impose security deposits or staffing requirements based on event type.
- Emergency Contact: For emergencies call 911 or Orangetown Police at 845-359-3700 and notify Village Hall at 845-358-0548.

II. Summary of Applicable Code Sections Affecting Memorial Park Permits

- §250-10 Hours of Operation: Park hours are 6 a.m. to 10 p.m. Use outside these hours requires Board approval.
- §250-11(G) Group Size: Groups of 10+ require permits; 10–40 issued by Village Clerk; 40+ by Village Board.
- §250-11(F) Commercial Activities: Camps, classes, or paid events require authorization.
- §250-15(C) Domestic Animals: Dogs allowed only with Village Board approval and must be leashed. Waste removal required.
- §250-15(N) Amplified Sound: Requires a permit from the Village Board.
- §250-16(D) Permit Application Standards: Defines application requirements, approvals, denials, appeals, and liabilities.
- §250-11(A) Smoking/Vaping: Prohibited throughout Memorial Park.
- §250-11(K) Interference: Protects permitted events from obstruction.
- §250-15(E) Fire Prohibition: No fires, grills, or open flames.
- §250-18 Penalties: Violations may result in fines or permit revocation.

****FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS “A” MISDEMEANOR
PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW****

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$1,00.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature: _____

Date: _____

Insurance Requirements for Use of Village Owned Property

Prior to the use of Village Property, the Licensee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows (special event insurance available online from various businesses):

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors' employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" placing the "Village of Nyack, 9 N. Broadway, Nyack NY 10960" on the ACORD certificate as a "Certificate Holder" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Licensee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.

Certificates shall provide that thirty (30) days' written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

The cost of furnishing the above insurance shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Village of Nyack
9 North Broadway
Nyack NY 10960

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Licensee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee.

Print Name: _____ Signature: _____

Company Name (if applicable): _____

Date: _____

Please sign, date and return to: **Village of Nyack**
Village Clerk's Office
9 North Broadway
Nyack, NY 10960