



Parks, Recreation
and Historic Preservation



Village of Cold Spring
DOCKSIDE PARK
USER GUIDE





VILLAGE OF COLD SPRING

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Welcome to the Village of Cold Spring and Dockside Park. We are delighted that you are considering this wonderful venue for your special event.

Dockside Park offers 6 acres of natural beauty, affording unparalleled views of the North Gate of the Hudson Highlands.

The magnificent and storied Hudson River with Storm King Mountain, Breakneck Mountain and Bull Hill all rising above its shores sets the perfect stage for any event.

This packet should give you all the information you need to plan your event and to apply for the necessary permits.

If you have any questions, please feel free to contact us.

Dave Merandy, Mayor

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1. DOCKSIDE PARK OVERVIEW

Dockside Park is part of the Hudson Highlands State Park Preserve. The Village of Cold Spring officially took over management of the 6-acre site on April 14, 2018. The park is located on the eastern bank of the Hudson River at the intersection of West and North Streets. Access is via North Street.

2. USES OF PARK

Dockside is open to the general public year-round, for low impact recreational use, from dawn to dusk, and is available for private events through a permitting process by the Village Board of Trustees.

3. GENERAL RULES & REGULATIONS

- Dogs are allowed but must be leashed and owners are responsible for cleaning up after their dogs.
- No swimming allowed.
- No vehicles allowed in park without permit.
- No parking without permits.
- No motorized boat launching.
- Kayak, row boat, canoe and similar craft may be launched if carried in. If trailer drop off is needed a permit must be obtained.
- No open campfires.
- No open flames or barbecuing without permit.
- Private events allowed with approved permit application.
- No amplified music without permit.
- No alcoholic beverages are permitted without a NY State Liquor Authority Permit. (<https://sla.ny.gov/permits>)
- Stapling or nailing items to trees or structures or defacing in anyway is strictly forbidden.

4. EVENTS

A. Things to Know

- i. All private events require approval by the Village Board of Trustees.
- ii. During private events portions of the park must remain open to the general public. Designated areas for use during private events will be approved during the application process. A map will be provided with the application and permitted areas will be indicated on the map. Area to be used will be roped off and only available for your event use on the days of the event.
- iii. Parking will be limited to 10 vehicles plus vendor vehicles and will be indicated on the map. It is the responsibility of the applicant to provide to the Village of Cold Spring the names of those 10 who will be allowed to park on site.
- iv. No toilet facilities. Applicant must arrange for adequate portable toilets.
- v. No running water.
- vi. Limited electrical outlets available.
- vii. Dockside is a carry in/carry out park. There are no dumpsters available. Applicant must arrange for the removal of all garbage and recyclables from the site.
- viii. Dockside is an open-air park. There is no coverage from inclement weather.
- ix. Dockside is not a gated or fenced park.
- x. The Village may require police presence at a private event after reviewing the application. If it is determined that police presence is needed, the Applicant is responsible for providing additional fees to cover the Village's costs (see Appendix C: Dockside Park Fee Schedule).

B. How to apply for use of Dockside Park for Private Events

- i. To reserve a date for a Private Event, it is recommended that a Dockside Park Event Use Permit Application (Appendix A), Dockside Park Site Map (Appendix B) and the Security Deposit be submitted **as early as possible**.
- ii. Dockside Park Use Permit Application may be picked up at the Village Hall located at 85 Main Street or found on the Village of Cold Spring website (www.coldspringny.gov).
- iii. Dockside Park Use Permit Application must be completed and submitted to the Cold Spring Village Clerk at least 8 weeks before scheduled event.
- iv. Village Clerk will review the application for completeness and forward to the Cold Spring Village Board of Trustees (VBOT). VBOT reviews applications at the next available meeting. VBOT meets the 1st, 2nd and 4th Tuesday of the month. Applicant will be notified of this date and is encouraged to attend. No public hearing is required.
- v. After review and discussion, the VBOT may approve, deny or request more information.
- vi. IF DENIED OR MORE INFORMATION IS NEEDED - THE APPLICANT will be notified of any additional information needed or reason for denial. In either case, if Applicant would like to continue with the application, they need to contact the Village Clerk for further direction
- vii. IF APPROVED - the Applicant will be notified and must submit the following documents to the Village Clerk at least 30 days before the scheduled event.
 - a. Completed and Signed Dockside Park Use Agreement
 - b. LIABILITY INSURANCE POLICY (see Dockside Park Use Agreement, Section 6, Insurance).
 - c. IF INFLATABLES - a Certificate of Liability Insurance is required from the company supplying the inflatable(s) (see Dockside Park Use Agreement, Section 6, Insurance).
 - d. IF LIVE ANIMALS - a Certificate of Liability Insurance is required from the company supplying the animals (see Dockside Park Use Agreement, Section 6, Insurance).
 - e. IF FOOD is to be sold or catered a Putnam County Health Department Permit is required. If caterer is not from Putnam County, they must obtain the necessary temporary food service permit from the Putnam County Health Department.
 - f. IF ALCOHOL is sold or served a NYS Liquor Authority Permit is required (permit application available on NYS Liquor Authority website www.sla.ny.gov).
 - g. IF CATERER is to be used Caterer must follow guidelines and provide information requested (see Caterers, Vendors and Other Independent Contractors pg. 6 & Dockside Park Use Agreement, Section 6, Insurance).
 - h. TENT(s) larger than 12x12 require a Certificate of Insurance from the company supplying tent(s) (see Dockside Park Use Agreement, Section 6, Insurance).
 - i. Guest Parking List for a maximum of 10 vehicles (needed at least one week before event).

C. Insurance

- i. Refer to Dockside Park Use Agreement, Section 6 for specific instructions regarding insurance.
- ii. **All insurance certificates must be presented to the Village of Cold Spring at least 30 days before the event. Failure to deliver the required insurance certificate(s) will result in the cancellation of the event. In this case, the Security Deposit will not be refunded.**

D. Conditions and Guidelines

- i. The availability of Dockside Park for a specific function requires approval by the Village of Cold Spring Board of Trustees.
- ii. A Refundable Security Deposit equal to the total Event Fee but not more than \$1000, the Dockside Park Event Use Permit Application (Appendix A) and the completed and signed Dockside Park Use Agreement (Appendix D) must be received by the Village of Cold Spring to reserve a date and time.
- iii. Within not more than 30 days after the event and after satisfactory inspection of the event site and collection of any appropriate fees or penalties, the balance of the security deposit will be refunded.
- iv. The Security Deposit will be refunded if the event is canceled more than six months prior to the event.
- v. Payment of the event fee, itself, must be received 30 days prior to the event.
- vi. All fees including the Security Deposit must be paid in CHECK or CASH.
- vii. Applicant must provide dumpsters and/or other trash and recyclable receptacles, as needed, and must remove all garbage and recyclables no later than the day following the event. Failure to do so will result in loss of part or all of Security Deposit.
- viii. There is no outdoor water service and limited electrical service. If electrical requirements exceed present capacities, it is the responsibility of the applicant to provide a generator to produce additional capacity needed, with the Village of Cold Spring's prior approval (see also E.ii.c below)
- ix. There are no toilet facilities on the site. The Applicant will be responsible for supplying adequate facilities at Applicant's expense. Placement, delivery and removal of all portable facilities must be approved and coordinated with the Village of Cold Spring.
- x. If no caterer is involved and the Applicant plans to serve alcoholic beverages, the Applicant is responsible for obtaining the required permit from the NYS Liquor Authority (see B.vii.f above).

E. Caterers, Vendors and Other Independent Contractors

- i. The Applicant is responsible for all costs incurred for catering and presentation. The Applicant must provide full details of the function and the Village of Cold Spring reserves the right of approval for the caterer and any other vendors selected for the event.
- ii. **Caterers –**
 - a. Caterers are responsible for all food preparation and materials brought to the site and for clean-up.
 - b. A catering kitchen is not available at Dockside; therefore, a separated catering tent is required at the event site for cooking and food preparation. If any cooking will be done at the site, it is the responsibility of the caterer or Applicant to be sure Fire Extinguishers are available and within easy access to cooking area.
 - c. There is no outdoor water service and limited electrical service. If electrical requirements exceed present capacities, it is the responsibility of the caterer to provide a generator to produce additional capacity needed, with the Village of Cold Spring's prior approval (see also D.viii above).
 - d. If alcoholic beverages are to be sold or served, it is the caterer's responsibility to obtain the necessary permit from NYS Liquor Authority (<https://www.sla.ny.gov/>). In addition, the caterer's insurance must provide for "liquor legal Liability" as part of their coverage in an amount not less than \$1,000,000. If alcoholic beverages are to be sold or served and **if the caterer does not provide the required NYS permit and "liquor legal liability" insurance, it is the Applicant's responsibility to provide both as outlined above.** Refer to Dockside Park Use Agreement, Section 6 for information regarding Insurance.
 - e. Caterers are required to supply separate insurance policies (see Dockside Park Use Agreement, Section 6, Insurance).

- f. It is the Applicant's responsibility to coordinate with and oversee the caterers and to also see that they comply with all rules, regulations and statutes of this agreement. Failure to do so may result in loss of a portion or all of the Security Deposit.
- iii. Tents – All tents erected, larger than 12 feet x 12 feet, must be installed by a licensed and insured company and must comply with insurance requirements specified in Dockside Park Use Agreement, Section 6. All tents, regardless of size, must be weighted and/or anchored on each leg and may be subject to approval by the Building Inspector.
- iv. If used, location of caterer, tents, portable generator, tables and chairs, dumpsters and portable sanitary facilities must be shown on Site Map provided.
- v. There will be an additional charge if set-up or breakdown/removal of equipment or tent(s) is needed on a date prior to or after the date of the event (see Appendix C: Dockside Park Fee Schedule). Set-up and Breakdown dates and times must be coordinated with and approved by the Village of Cold Spring.

F. Miscellaneous

- i. Delivery of all items prior to an event must be scheduled in advance with the Village of Cold Spring. For delivery purposes, caterers' and vendors' vehicles are permitted within Dockside Park to allow personnel to unload equipment. All vehicles must then be moved to a designated parking area. During the event, a maximum of two catering vehicles may remain on the event site. At the completion of the event (or if arranged on a different date with prior agreement by the Village of Cold Spring), caterers' and vendors' vehicles are permitted within Dockside Park to allow personnel to load equipment. It is the responsibility of the Applicant to convey these regulations to all caterers and vendors affiliated with the event.
- ii. Alcoholic beverages are permitted on the premises for private parties provided a NYS Liquor Authority Permit has been obtained (see B.vii.f above). The Applicant and/or the caterer shall be responsible for obtaining any necessary alcoholic beverage permits. Caterers must also submit proof of "liquor legal liability" insurance, if applicable. Alcohol may only be served to persons above the age of twenty-one and may not be served to anyone who appears to be intoxicated.
- iii. A Village of Cold Spring Greeter/Coordinator will be on site during the event and as needed. This person will have the parking guest list supplied by the Applicant and will allow only those vehicles to enter the park. A maximum of 10 guest vehicles will be allowed in Dockside Park for any Private Event. If there are additional guests who need to be dropped off in the park because of physical or mental limitations, this can be arranged with the Greeter.
- iv. The Village of Cold Spring Code has established strict regulations for sound levels set forth in Chapter 76 of the Village of Cold Spring Code. No amplification is allowed after 9:00 pm unless a permit has been obtained. Prior to 9:00 pm, to insure sound levels are kept in accordance with local regulations, all amplification must face the river. Notwithstanding Chapter 76 of the Village of Cold Spring Code, the Village of Cold Spring has the right to set lower sound levels as a condition to any permit.
- v. The Village of Cold Spring does not permit open flames on Dockside property. However, cooking devices may be permitted at the discretion of the Village of Cold Spring.
- vi. Any evidence of illegal substance use during an event will be grounds to immediately terminate the event without reimbursement of any fees or deposits.

APPENDIX A

DOCKSIDE PARK EVENT USE PERMIT APPLICATION – pg. 1 of 2

Permit Number #				Permit Date:	
Term of this Permit: From				(Effective Date) To: (Final Date)	
Name (print):					
Address:					
Phone / Cell:				Email:	
Day of the Event Point of Contact Name/Cell:					
Name of Event:				Date(s) of Event:	
Description of Event (including Start & End time for each day):					
Estimated Number of Participants/Guests:					
Will Set-Up and Breakdown Days be Needed? Y / N				Set-up Date:	
				Breakdown Date:	
Will Tickets be Sold? Y / N				Will there be a Stage? Y / N	
Will there be Amplified Sound? (See pg. 7, F.iv) Y / N					
Will there be Alcohol? (See pg. 5, B.vii.f) Y / N		Sold? Y / N		Served? Y / N	
If there will be Tents see pg. 5, B.vii.h and give Tent Information below					
How many Tents?		Size of each Tent:			
Tent Provider:				Phone:	
Tent Provider Address:					
Tent Provider Contact Name:					
Tent Provider Day of Event Contact Name/Cell:					
If there will there be a Caterer see pg. 5, B.vii.g & pg. 6 and give Caterer information below					
Caterer Name:				Phone:	
Caterer Address:					
Caterer Contact Name:					
Caterer Day of Event Contact Name/Cell:					
**NOTE: If selling alcohol or serving food the appropriate NYS Liquor Authority and Dept. of Health approvals are needed (see Sects A & D above)					

APPENDIX A

DOCKSIDE PARK EVENT USE PERMIT APPLICATION – pg. 2 of 2

Permit Number #				Permit Date:			
If there will be Dumpsters give Dumpster information below							
Dumpster Company Name:				Phone:			
Dumpster Company Address:							
Dumpster Company Contact Name:							
Dumpster Company Day of Event Contact Name/Cell:							
If there will there be Portable Toilets give Portable Toilet information below							
Portable Toilet Company Name:				Phone:			
Portable Toilet Company Address:							
Portable Toilet Company Contact Name:							
Portable Toilet Company Day of Event Contact Name/Cell:							
If there will be Live Animals see pg. 5, B.vii.d and give Live Animal Vendor Information below							
How many Animals?			What kind of Animals?				
Live Animal Vendor Provider:				Phone:			
Live Animal Vendor Provider Address:							
Live Animal Vendor Provider Contact Name:							
Live Animal Vendor Provider Day of Event Contact Name/Cell:							
If there will there be Inflatables see pgs. 5, B.vii.c and give Inflatables vendor information below							
Inflatables Vendor Name:				Phone:			
Inflatables Vendor Address:							
Inflatables Vendor Contact Name:							
Inflatables Vendor Day of Event Contact Name/Cell:							

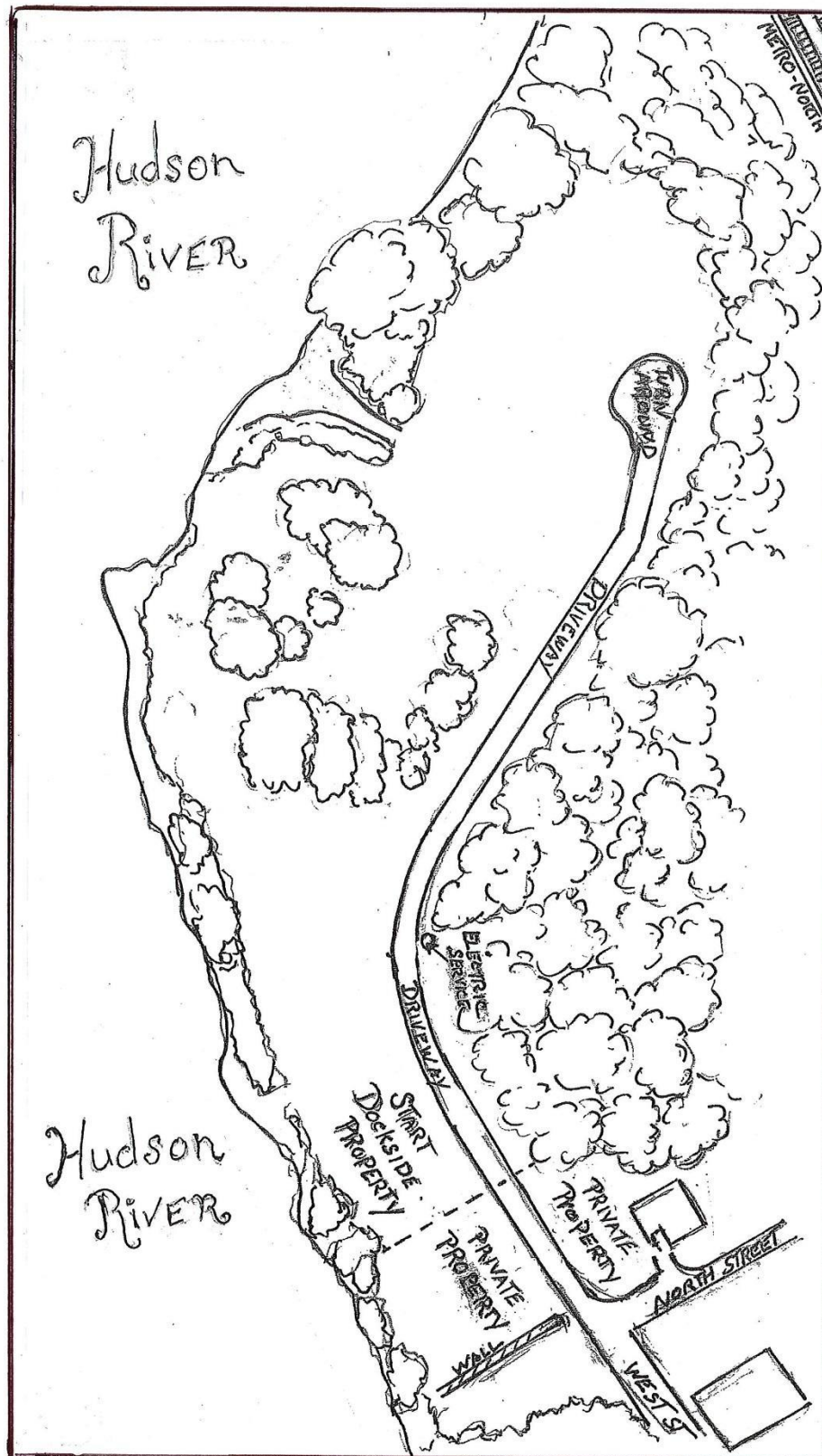
APPLICANT SIGNATURE

Name_____

Title_____

Date_____

APPENDIX B - DOCKSIDE PARK SITE MAP



APPLICANT

DATE

Dockside
Park

APPENDIX C DOCKSIDE PARK FEE SCHEDULE				Worksheet	
	Type of Event	FEE		Applicable Y/N	Total
A	Filming and/or Still Photography	See VCS Filming Permit & Fees			
B	Wedding Ceremony only (max 300 people)	\$ 300.00	1 hour		
C	Wedding Ceremony only	\$ 200.00	Each add'l hour		
D	Wedding Ceremony + Reception or Other Party	\$1,200.00	12 hours		
E	Wedding Ceremony + Reception or Other Party	\$ 250.00	Each add'l hour		
F	Miscellaneous Event	\$ 250.00	Per hour (<= 5 hours)		
G	Miscellaneous Events including all Ticketed Events	\$1,200.00	Per day (max 12 hours)		
H	Additional days needed for Set-Up or Breakdown of event (tents, etc.)	\$ 250.00	Per day		
I	VCS Police Presence (min 4 hours)	\$ 38.00	Per officer/per hour		
J	Event Fee Total	(total A thru J above)		
	Refundable Security Deposit Due Upon Submission of the Application (= 100% of Event Fee Total but not more than \$1,000)			
	Event Fee – DUE 30 DAYS PRIOR TO EVENT DATE				
	** Details of Deposits can be found under “Conditions & Guidelines” – pg. 6				

APPLICATION CHECKLIST

1.	Completed Dockside Park Event Use Permit Application (pgs. 8 & 9)	
2.	Signed Dockside Park Use Agreement (pgs. 13 thru 20)	
3.	Applicant's Certificate of Liability Insurance	
4.	Caterer's Certificate of Liability Insurance (Must include "liquor liability" if liquor is to be served)	
5.	Caterer's Liquor Permit/license	
6.	Caterer's Putnam County Department of Health Permit	
7.	Applicant's temporary NYS Liquor Permit	
8.	Tent Company's Certificate of Liability Insurance	
9.	Security Deposit	
10.	Event Fee	
11.	Guest Parking List (10 vehicles)	
12.	Additional Certificate (s) of Liability Insurance (inflatables, animals, etc.)	

APPENDIX D - DOCKSIDE PARK USE AGREEMENT

This Use Agreement ("Agreement"), effective _____ ("Effective Date") is entered into by the **Village of Cold Spring**, an incorporated village in the Town of Philipstown, in the County of Putnam, in the State of New York (the "Village") and

If Applicant's legal formation is LLC:

_____ a Limited Liability Partnership // LLC // a sole proprietorship organized under the laws of [State] having offices at _____ ("Applicant").

If Applicant's legal formation is an Individual:

_____ an individual whose legal address is _____ ("Applicant").

If Applicant's legal formation is a for-profit corporation:

_____ a for-profit corporation organized under the laws of [State] having offices at _____ ("Applicant").

If Applicant's legal formation is a not-for-profit: (also include a copy of IRS Letter of Determination establishing the tax classification).

_____ a not-for-profit corporation organized under the laws of [State] // exempt from taxation under Section 501(c)(_) of the Internal Revenue Code ("Applicant").

WHEREAS Dockside Park (the "Park" or "Property") is part of the Hudson Highlands State Park Preserve. The Village of Cold Spring is the licensed manager of the Park. The Park is located on the eastern bank of the Hudson River at the intersection of West and North Streets with access via North Street.

WHEREAS the Park is open to the general public year-round, for low impact recreational use, from dawn to dusk, and is available for events through a permitting process by the Village Board of Trustees.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. Use by Applicant

- a. Grant of Property Use and Event Production. Village grants to Applicant the one-time right to use the Property and the one-time right to produce the "Event" on the Property during the "Term", as defined in the attached Dockside Park Event Use Permit Application (Appendix A) which is incorporated into this Agreement.
- b. Appendix A: Dockside Park Event Use Permit Application. Property Use and Event Production undertaken under this Use Agreement will be documented in a Dockside Park Event Use Permit Application that will be signed by an authorized representative of each party. Each Application will set forth:
 - i. Name, Address, email and phone of Applicant or Applicant's point of contact on the day(s) of the Event;
 - ii. Name, Address, email and phone number of Applicant
 - iii. Application Permit #
 - iv. Date of Application
 - v. Name of Event
 - vi. Date(s) of Event
 - vii. Description of Event (including Start & End time for each day):
 - viii. Estimated Number of Participants/Guests:
 - ix. If the Event requires Set-Up and/or Breakdown on days before or after the date(s) of the Event, include set-up date, and breakdown date.
 - x. If the Event will be Ticketed;
 - xi. If the Event will include a Stage;
 - xii. If the Event will have amplified sound;

- xiii. If there will be Tents, the number of tents, tent size(s), the name, address, phone number of the Tent vendor, including the name of the Tent vendor's point of contact.
- xiv. If there will be a Catering Service, the name, address, phone number of the Caterer, including the name of the Caterer's point of contact.
- xv. If there will be alcohol, carried-in, sold and/or served at the Event (subject to permitting requirements of New York State Liquor Authority;
- xvi. If there will be Dumpsters, the name, address and phone number of the Dumpster vendor, including the name of the Dumpster vendor's point of contact.
- xvii. If there will be Portable Toilets, the name, address and phone number of the Portable Toilet vendor, including the name of the Portable Toilet vendor's point of contact.
- xviii. If there will be live animals, the type, number, animal vendor and animal vendor's address, phone and the name of the live animal vendor's point of contact.
- xix. If there will be inflatable amusements, the name, address and phone number of the inflatable amusements vendor, including the name of the inflatable amusements vendor's point of contact.

- c. Interpretation; Precedence. Each Appendix, including Appendix A: Dockside Park Event Use Permit Application, Appendix B: Dockside Park Site Map, Appendix C: Dockside Park Fee Schedule and any appendices, exhibits or other documents incorporated, together with this Use Agreement, will constitute the complete agreement relating to the Property Use and Event. This Use Agreement, including all amendments and attachments entered into under this Use Agreement will constitute the agreement relating to the Property Use and Event Production contemplated by Section 1(a). In the event of a conflict between the Dockside Park Event Use Permit Application (Appendix A) and the terms of this Use Agreement, the terms of the Dockside Park Event Use Permit Application (Appendix A) will control but only with respect to the Property Use and Event Production described in that Application Appendix.

- 2. **Term.** The term of this Use Agreement runs from the Effective Date through the last date of the Event as shown in Appendix A: Dockside Park Event Use Permit Application (including the Breakdown date).

3. **Compensation.**

- a. Fees. Fees under this Use Agreement shall be assessed in accordance with Appendix C – Dockside Park Fee Schedule, and at the discretion of the Village. In consideration of the grant made under this Use Agreement, Applicant shall pay Village the Fees set forth in Appendix C – Dockside Park Fee Schedule. Fees under this Use Agreement shall be payable to Village not later than 30 days prior to the first date of the Event (including Set-up date).
- b. Security Deposit. The refundable Security Deposit shall be equal to one-half the total Event Fee or \$1,000 whichever is less. The Security Deposit shall be payable to Village simultaneously with delivery to the Village of the Applicant-signed Use Agreement. Except as otherwise set forth herein, Applicant is entitled to the return of the Security Fee, less any fees, charges or penalties due, within 30 days following the last date of the Event (including the Breakdown date).
- c. Charges.
 - i. In addition to Fees, Village may also require Applicant to pay certain Charges as premiums, penalties or costs passed-thru to affect Applicant's compliance with Village guidelines, rules, regulations or directives with respect to the Property Use and Event Production contemplated by this Use Agreement.
 - ii. In the event Charges are deemed necessary by Village, Village shall notify Applicant in writing of such Charges and payment terms for such Charges in writing.
- d. Invoices & Payment. Village may invoice Applicant for Charges due under this Use Agreement. Charges shall be due in accordance with Village's written notice to Applicant.
- e. Taxes. Village is exempt from local, State and Federal taxes (including local and State sales or use taxes). Upon request, Village will furnish a copy of the tax-exempt certificate to Applicant.
- f. Tender. All monies due under this Use Agreement shall be paid by cash or check.
- g. Applicant's Financial Obligations. Applicant is responsible for payment of all obligations to its employees, vendors, and subcontractors and of all applicable licensing fees, permitting fees, taxes and other similar obligations to local, county, state, federal and foreign governmental agencies, including, but not limited to, Putnam County Health Department permit fees, New York State Liquor Authority permit fees, income tax, unemployment tax, business registrations fees, related to business transactions for the Property Use and Event Production under this Use Agreement.

4. Independent Contractor; Compliance.

- a. Intention of Parties. Nothing in this Agreement creates, or should be deemed to create, any relationship of employer and employee or of principal and agent between Village and Applicant, and Applicant shall have no power or authority to enter into contracts on behalf of the Village. Applicant shall not make any communication on Village's behalf without written authorization from Village.
- b. Compliance with Laws, Etc. Applicant is solely responsible for being familiar, complying with and enforcing compliance by its employees, volunteers, vendors, caterers and associates with all instructions, directions, guidelines and requirements of the Village, including those of its elected officials, their designees and Village staff, local, county, state and federal laws, ordinances, regulations and self-regulated organization standards applicable to Applicant's, vendors' and caterers' businesses and to the Property Use and Event Production contemplated by this Agreement.

5. Prohibitions, Conditions and Obligations of Use.

- a. Restrictions Upon Applicant Use. The following activities are strictly prohibited. Applicant's failure to comply with the prohibitions shall be deemed a material breach of this Use Agreement and may result in immediate termination of this Use Agreement at Village's sole discretion.
 - i. Any activity proscribed by the laws of the U.S., State of New York, the County of Putnam or the Village of Cold Spring;
 - ii. Unleashed dogs;
 - iii. Not cleaning up after your dogs;
 - iv. Swimming;
 - v. Parking vehicles without a permit;
 - vi. Motorized boat launching;
 - vii. Trailer drop-off of hand-powered water craft (e.g. kayak, row boat, canoe) without a permit;
 - viii. Open fires;
 - ix. Controlled outdoor cooking without a permit;
 - x. Events without a permit;
 - xi. Amplified music or other audio without a permit;
 - xii. Alcoholic beverages without permits; and
 - xiii. Cutting, breaking, stapling, nailing or harming trees or structures.
- b. **Conditions of Use and Obligations of the Applicant.** The Property Use and Event Production contemplated under this Use Agreement are further conditioned upon the Applicant's complete performance of the following material obligations, satisfactory to Village in content, number and form:
 - i. **Village's Discretion.** Applicant's use and selection of vendors and suppliers - including but not limited to those providing inflatable amusements, live animals, food, alcohol, catering, tenting, portable toilets, electrical supply, staging, audio/visual engineering, musical or visual entertainment - may be subject to Village's approval of each such business, at Village's sole discretion.
 - ii. **Continued Use by Public.** Except as indicated on the Dockside Park Site Map (Appendix B), Applicant is obliged to allow continued access to the Property by the public. Applicant shall not obstruct or hinder continued use of the Property that is outside the area specifically designated for Applicant's Property Use and Event Production during the Term and indicated on the Dockside Park Site Map (Appendix B). Applicant's access to the area of the Property indicated on the Dockside Park Site Map (Appendix B) shall be in accordance with the dates and times set forth in the Dockside Park Event Use Permit Application (Appendix A).
 - iii. **Limited Parking.** Applicant shall limit parking on the Property to 10 vehicles (plus a total of 2 additional vehicles of vendors, caterers, service providers, etc.) and shall ensure those vehicles are parked in accordance with parking areas indicated on the Dockside Park Site Map (Appendix B). Applicant shall provide the make, model, license plate and names and mobile phone numbers of the driver for each vehicle Applicant is allowing to be parked on the Property.
 - iv. **Toilets. Hand Sanitation.** Applicant shall bear sole responsibility for hiring, arranging for delivery, maintenance, cleaning of toilet and hand sanitizing facilities ("Sanitary Facilities") on the Property throughout the Event. Applicant shall ensure Sanitary Facilities are adequate to the actual number of people attending the Event. Applicant shall coordinate delivery and placement of Sanitary Facilities with the Village not later than 7 days before date of their delivery. Placement and location of such facilities shall be subject to the Village's sole discretion. Applicant shall remove or have removed all Sanitary Facilities from the Property not later than the last date of the Term (including the Breakdown date) set forth on the Dockside

Park Event Use Permit Application (Appendix A). In the event Applicant fails to fulfill the obligations of this section, Village may, at its discretion, fulfill all or portion and shall charge all costs associated with securing such facilities to the Applicant.

- v. **Potable Water.** Applicant shall bear sole responsibility for hiring, arranging for delivery, maintenance of any potable water facilities (e.g. water for drinking, water amusements or for cleaning) ("Water Facilities") on the Property throughout the Event. Applicant shall ensure Water Facilities are adequate to the actual number of people attending the Event. Applicant shall remove or have removed all hired Water Facilities from the Property not later than the last date of the Term (including the Breakdown date) set forth on the Dockside Park Event Use Permit Application (Appendix A). In the event Applicant fails to fulfill the obligations of this section, Village may, at its discretion, fulfill all or portion and shall charge all costs associated with securing such facilities to the Applicant.
- vi. **Limited Electrical Service.** Applicant shall bear sole responsibility for hiring, arranging for delivery, and maintenance of any electrical power generation facilities. Applicant may require in addition to what may exist on the Property ("Electric Supply") throughout the Event. Applicant shall ensure Electric Supply is adequate to the actual demand at the Event and that it is provided by an electrician licensed in Putnam County and in compliance with all electrical safety regulations set forth by New York State code. Applicant shall remove or have removed all hired Electric Supply from the Property not later than the last date of the Term (including the Breakdown date) set forth on the Dockside Park Event Use Permit Application (Appendix A). Failure of Applicant to fulfill the obligations of this Section shall result in immediate closure of the Event.
- vii. **Dumpsters, Garbage, Recycling.** Applicant shall bear sole responsibility for hiring, arranging for delivery, maintenance, cleaning of any garbage, recycling and containers for their collection ("Garbage & Recycling Facilities") on the Property throughout the Event. Applicant shall ensure Garbage & Recycling Facilities are adequate to the actual number of people attending and the types of vendors at the Event. Applicant shall coordinate delivery and placement of Garbage & Recycling Facilities with the Village not later than 7 days before date of their delivery. Placement and location of such facilities shall be subject to the Village's sole discretion. Applicant shall remove or have removed all garbage and recycling from the Property not later than the last date of the Term (including the Breakdown date) set forth on the Dockside Park Event Use Permit Application (Appendix A). In the event Applicant fails to fulfill the obligations of this section, Village may, at its discretion, fulfill all or portion and shall charge all costs associated with securing such facilities to the Applicant.
- viii. **Temporary shelter.** Applicant shall bear sole responsibility for hiring, arranging for delivery, set-up, maintenance and removal of any tenting Applicant may require as indicated on the Dockside Park Site Map (Appendix B) ("Tenting") throughout the Event. Tents larger than 12 feet x 12 feet are required to be installed by a licensed, insured vendor. Applicant shall ensure such Tenting and its installation is adequate to the actual number of people using the Tenting. All Tenting shall be weighted and/or anchored on each leg. At its discretion, the Village may require Applicant's Tenting to be subject to review and approval by the Village's Building Inspector. Applicant shall remove or have removed all Tenting not later than the last date of the Term (including the Breakdown date) set forth on the Dockside Park Event Use Permit Application (Appendix A). In the event Applicant fails to remove Tenting by the last date of the Term, Village may, at its discretion, remove or have removed such Tenting and charge all costs associated with such removal to the Applicant.
- ix. **Police presence.** In the event Village requires, at its sole discretion, police presence at the Event, Applicant shall pay such additional Fees and Charges indicated by Village.
- x. **Total responsibility.** Applicant understands and agrees that it accepts responsibility for preserving proper order and decorum, protection of the Property, and restoration of the Property to the condition in which it existed prior to the Event.

6. Insurance

- a. Applicant shall procure and maintain at its sole cost and expense insurance ("Insurance") with limits not less than those described in this Section 6 (Insurance) and as required by the terms of this Use Agreement, or as required by law, whichever is greater, for claims of damage to property and personal injuries, including death, which may arise from the conduct of Applicant and/or the Production of the Event authorized by this Use Agreement.
 - i. Limits may be provided through a combination of primary and noncontributory and umbrella/excess policies.
 - ii. All insurance policies shall name the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Village of Cold Spring, their officers, agents and employees as additional insureds.
 - iii. As a material inducement for the Village of Cold Spring to enter into this Use Agreement Applicant shall furnish the Village of Cold Spring with current insurance certificates evidencing all insurance coverages specified hereunder not later than 30 days prior to the first date of the Event under the Dockside Park Event Use Permit Application (Appendix A). **Failure to furnish all such insurance certificate(s) shall result in immediate termination of this Use Agreement, cancellation of the Event, and Applicant's forfeiture of the Security Deposit.** Further, Applicant shall make Village whole for any and all costs to Village, plus penalty charges arising out of such cancellation of the Event.

- iv. Insurance coverage shall be provided only by an insurance carrier rated A- Class VII or better throughout the term of this Use Agreement. Such carrier shall be duly licensed in the State of New York.
 - v. All liability insurance required hereunder shall (A) name the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Village of Cold Spring, their officers, agents and employees as additional insureds on a primary and noncontributory basis, (B) provide for waiver of the insurer's rights of subrogation against the Village of Cold Spring, their officers, agents and employees, and (C) provide no fewer than 30 days of notice to the Village if the coverage is to be cancelled or modified for any reason. Nothing in the foregoing sentence limits Village's right to pursue indemnity or defense that it may be afforded pursuant to Section 7 (Indemnity & Claims) if, in Village's sole discretion, the insurance identified in this Section does not apply or is otherwise not available with respect to a particular claim, or if the insurer providing such insurance has not responded to the claim at issue in a reasonable amount of time.
- b. The Insurance shall be provided in the following minimum amounts:
- i. **Commercial General Liability Insurance with** a limit of not less than two million dollars (\$2,000,000) per occurrence. Such coverage shall be written on the ISO CG 00 01 or substitute form providing equivalent coverages and shall cover liability arising from premises operations, products-completed operations and personal and advertising injury. Fire legal liability of five-hundred thousand dollars (\$500,000) is required; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis, and
 - ii. In the event that Applicant operates an automobile or other motor vehicle in conjunction with any activities authorized by this Use Agreement, then Applicant will obtain Comprehensive Business Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) for each accident. Such insurance shall cover liability arising out of any automobiles including owned, leased, hired and non-owned automobiles (if vehicles are utilized for operations under this Use Agreement).
- c. In order to comply with Sections 57 and 220(8) of the Workers' Compensation Law, The Village of Cold Spring requires annual proof of both Workers' Compensation Insurance and Disability Insurance. The following are the only acceptable means of proof (Please note that ACORD forms are NOT acceptable proof of coverage):
- i. Disability Benefits:
 - WC/DB-100: Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
 - DB-120.1: Certificate of Disability Benefits Insurance; or
 - DB-ISS: Certificate of Disability Benefits Self-Insurance.
 - ii. Workers' Compensation:
 - WC/DB-100(9-07): Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
 - C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U- 26.3; or
 - SI-12: Certificate of Workers' Compensation Self-Insurance.
- d. Applicant shall require that all vendors, suppliers of the Property Use and Event Production - including but not limited to those providing inflatable amusements, live animals, food, alcohol, catering, tenting, portable toilets, electrical supply, staging, audio/visual engineering, musical or visual entertainment shall have insurance policies providing commercial general liability with a limit of not less than two million dollars (\$2,000,000), liquor liability (in an amount not less than \$1,000,000), workers compensation, disability and comprehensive business automobile liability insurance to the extent set forth in this Section 5 (Insurance). Applicant shall provide the Village of Cold Spring with complete certificates of such insurances from all such caterers, vendors, suppliers evidencing such coverage, and naming the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the Village of Cold Spring, their officers, agents and employees as additional insureds as provided herein.

With respect to alcoholic beverages at the Event: If alcoholic beverages are to be sold or served and if the caterer does not provide the required NYS permit and "liquor legal liability" insurance, Applicant shall provide both permit and insurance as required.

- e. Applicant shall promptly notify the Village of Cold Spring of any claims, including without limitation claims involving bodily injury, death or property damage, arising on or within the Property. Such notice shall be provided in writing as soon as practicable, however in any event within five days of Applicant's receipt of notice of the accident or claim.
- f. Coverage required in this section and any insurance retention or deductible may be adjusted by the Village of Cold Spring if, in its sole reasonable judgment, levels of risk associated with Applicant's operations require modification of coverage that is commercially available at commercially reasonable rates and carried by other operators of similar businesses.
- g. Failure of the Applicant to obtain and maintain appropriate insurance as specified and without gap may be deemed a material breach of this Use Agreement and at the sole discretion of The Village of Cold Spring may be cause for termination. If Applicant is unable to maintain insurance coverage at the required levels and the Village of Cold Spring may obtain acceptable coverage, the Village of Cold Spring may elect to purchase such policies and Applicant shall immediately reimburse the Village of Cold Spring for all costs incurred.

7. Indemnity & Claims

- a. Applicant assumes all risks in the performance of all activities authorized by this Use Agreement and agrees to defend, indemnify and hold harmless the People of the State of New York, New York State Office of Parks, Recreation and Historic Preservation, the Village of Cold Spring, their trustees, officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Applicant and Applicant's contractors, suppliers, vendors, caterers, materialpersons, employees, agents, invitees and guests, and/or arising out of Applicant's conduct and/or Applicant's performance pursuant to this Use Agreement, provided however that Applicant's indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnitee; or (ii) the Indemnitees' ordinary upkeep and maintenance of the Property and its grounds and facilities outside of the Property. Applicant shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Use Agreement. Applicant's responsibility under this section shall not be limited to the required or available insurance coverage.
- b. For all purposes hereunder, the Village of Cold Spring shall not be liable for any injury, loss or damage to Applicant, its agents, contractors, suppliers, vendors, caterers, materialpersons, employees, agents, invitees and guests, or to any person happening on, in or about the Property or its appurtenances, nor for any injury or damage to the Property or to any property belonging to Applicant or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Property, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Property, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the Village of Cold Spring.
- c. The Village of Cold Spring shall not be liable to Applicant, its contractors, suppliers, vendors, caterers, materialpersons, employees, agents, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Applicant or any other person or to the Property, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Property or any body of water within or adjacent to the Property, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of the Village of Cold Spring.
- d. Applicant shall not create or cause to be created any lien, encumbrance or charge upon the Property or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Applicant by law or by a provision of this Use Agreement) caused or created by Applicant is filed against the Property, or if any public improvement lien created or caused to be created by Applicant is filed against any assets of, or funds appropriated by, the Village of Cold Spring, then Applicant shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Applicant shall not be required to discharge any such lien if Applicant shall have: (i) furnished the Village of Cold Spring with, at Applicant's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to the Village of Cold Spring), or other security reasonably satisfactory to the Village of Cold Spring in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Applicant's efforts to discharge the lien the Village of Cold Spring reasonably believes the lien is about to be foreclosed and so notifies Applicant, Applicant shall immediately cause such lien to be discharged of record or the Village of Cold Spring may use the security furnished by Applicant in order to discharge the lien.

8. Waiver of Damages

Applicant waives any and all claims for compensation from the Village of Cold Spring and the State of New York for any and all loss or damage sustained by reason of any defect, deficiency or impairment of utility service including but not limited to light, electrical current, gas or water supply which may occur from time to time for any cause; and for any loss or damage sustained by Applicant resulting from weather, fire, water, tornado, civil commotion, riots, earth movement or other similar cause beyond the control of the Village of Cold Spring.

9. Rights Upon Loss from Casualty

- a. If a loss or damage from casualty is suffered, Applicant shall give notice of the loss to the Village of Cold Spring. The Village of Cold Spring shall consult with Applicant prior to making a determination of whether or in what manner the loss or damage can or should be restored to substantially the same condition as existed prior to such loss from casualty.
- b. If the loss from casualty is such that the Property is totally or partially destroyed to the extent that Applicant's performance hereunder is substantially interrupted or impeded, then Applicant and the Village of Cold Spring shall each have the right, by notice to the other, to terminate this Use Agreement. In the event of such termination, Applicant shall pay to the Village of Cold Spring all fees due for the period through and including the date of loss from casualty, and Applicant and the Village of Cold Spring shall otherwise finalize all open matters and obligations between them. Should the Village of Cold Spring elect to terminate this Use Agreement under this section, within thirty (30) days of Applicant's receipt of such notice, Applicant shall have the right to elect, upon written notice to the Village of Cold Spring, to restore the Property at Applicant's sole cost and expense. Applicant shall have the right to apply the proceeds of any policy of insurance procured by Applicant to the restoration of the Property. If Applicant elects to restore the Property, such restoration work shall be subject to the approval of the Village, pursuant to the same terms of this Use Agreement. If the loss from casualty does not totally destroy the Property or otherwise substantially interrupt or impede Applicant's performance hereunder, Applicant shall proceed with performance of this Use Agreement.

10. Representations.

- a. Representations of Applicant. Applicant represents and warrants that (i) Applicant has the requisite right, power and authority to enter into and perform Applicant's obligations under this Agreement, (ii) this Agreement constitutes a legal, valid and binding obligation of Applicant, enforceable against Applicant in accordance with its terms (subject to applicable bankruptcy and other similar laws), (iii) this Agreement does not conflict with the terms of, or cause Applicant to be in default under, any other agreement to which it is a party and (iv) no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been or will be offered, paid or distributed by or on behalf of Applicant to or for the benefit of Village or any of its employees, officers or directors or any of their respective family members, or any entity affiliated with Village or any of the foregoing individuals as an inducement to grant the rights hereunder by Village to Applicant.
- b. Representations of Village. Village represents and warrants that (i) Village has the requisite right, power and authority to enter into and perform Village's obligations under this Agreement, (ii) this Agreement constitutes a legal, valid and binding obligation of Village, enforceable against Village in accordance with its terms (subject to applicable bankruptcy and other similar laws) and (iii) this Agreement does not conflict with the terms of, or cause Village to be in default under, any other agreement to which it is a party.

11. Termination.

- a. Termination for Convenience. Either party may terminate this Use Agreement at any time prior to 180 days before the first date of the Event (including the Set-up date) for any reason by delivering written notice to the other. Upon such termination of this Use Agreement, Village shall repay to Applicant the Security Deposit and Fees paid to Village, less expenses incurred by the Village arising out of the Applicant's Application.
- b. Termination for breach. Village may terminate this Use Agreement at any time for reasons that constitute a material breach by Applicant. Upon such termination of this Use Agreement, Applicant shall forfeit the Security Deposit and Fees paid to the Village. If such termination occurs after the first date of the Event (including the Set-up date), at the sole cost of the Applicant, Village shall have the right to evict from the Property all of Applicant's contractors, suppliers, vendors, caterers, materialpersons, employees, agents, invitees and guests. Expenses incurred by the Village arising out of Applicant's Application and out of Village's enforcement of this section shall be immediately owing to the Village.

12. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or by electronic mail or, if mailed, when delivered to the addressee, in the case of Applicant, at the legal address of Applicant set forth above; and in the case of Village, at its offices at the address set forth above, Attention Village of Cold Spring Clerk whose email address is vsclerk@coldspringny.gov, in each case, to such other address or person as shall have been specified in writing by either party to the other.

13. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, U.S.A., without regard to conflicts of laws principles of such state. The sole and exclusive venue for any dispute arising out of this Agreement will be in a state or federal court of competent jurisdiction located in Putnam County, New York.
- b. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior discussions, proposals, negotiations, promises, understandings and agreements, whether written or oral, with respect to such subject matter. This Agreement may not be amended, modified, or supplemented in any manner except by a written agreement duly executed by the parties hereto.
- c. Assignment. Applicant may not assign Applicant's obligations under this Agreement to any other party or person and any attempt to do so may be treated by Village as repudiation and a material breach. The obligations and rights of Village hereunder shall be binding upon and run in favor of the successors and assigns of Village.
- d. Captions. Section headings, or "captions," in this Agreement are for convenience of reference only and shall not be considered a part of this Agreement.
- e. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties and the illegal or unenforceable provision shall be replaced by a mutually acceptable provision which, being valid and enforceable, comes closest to the intention of the parties underlying the illegal or unenforceable provision.

- f. No Waiver.** The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.
- g. Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or email transmission.
- h. Survival.** All provisions that logically ought to survive termination or expiration of this Agreement shall survive.

This Use Agreement for one-time right to produce the "Event" and to use the "Property" is executed and delivered by and on behalf of each of the parties:

VILLAGE OF COLD SPRING

By_____

Name_____

Title_____

Date_____

APPLICANT

By_____

Name_____

Title_____

Date_____