

South/North Wellwood Avenue Event Submission Checklist

Application For Permit to Use South Wellwood Avenue
Event Vendor Insurance Requirements and Options
Hold Harmless & Indemnification Agreement
Certificate of Insurance
Acknowledgment Form

If Applicable:

Suffolk County Health Department Food Service Vendor Permit
Village of Lindenhurst Food Truck Permit
New York State Liquor Authority One-Day Beer and Wine Permit
Detailed Diagram showing traffic flow, placement of tents/tables, etc.



FOR OFFICE USE ONLY:

Planning Meeting: _____

DPW Approval: _____

Public Safety Approval: _____

Fee: _____

**APPLICATION FOR PERMIT
TO USE SOUTH/NORTH WELLWOOD AVENUE**

Email to: info@villageoflindenhurstny.gov

FEES:

Use Fee	
Village DPW Clean-Up Attendant Fee	\$125* Additional \$25 an hour past 4 hours
Public Safety Fee	\$100
Showmobile Rental Fee	\$350

Events will be reviewed during a planning meeting, where the fee will be adjusted based on the number of public safety officers and DPW attendants needed, determined by the size and scope of the event.

Event Vendor: _____

Address: _____

Person in Charge: _____ Phone # _____

Event Title & Description (i.e., vendors, live music/dj): _____

Expected Number of People: _____

REQUESTED:

Date(s) of event (raindate – if necessary): _____

Times: Begin Set Up At _____

Actual Event _____

Cleaned Up By _____

Scope of Avenue Use (**Attach an event diagram to include traffic/pedestrian flow, placement of tents, portable restrooms, etc**): _____

Showmobile Needed? (\$350.00 Fee) _____

DPW Clean-Up Attendant Needed?* _____

*If you do not pay for a Village DPW Clean-Up Attendant, you are agreeing to be responsible for your own garbage clean-up and removal. If the premises are not left in “broom swept” condition, you may be billed.

Can you provide a Certificate of Insurance? _____

Will you be serving food? (County Health Department permit required) _____

Will you be serving alcohol? (NYS Liquor Authority permit required) _____

Will you be hiring private security for your event? _____

Do you have any special requests from the Village? _____

It is the responsibility of the individual making the request to see that all Village regulations are closely observed and that the areas used are left in a clean condition. Further, it is also the responsibility of the Event Vendor to provide the proper supervision of those individuals utilizing the Avenue during the planned activity.

Date

Signature of Event Vendor

.....

Application: Approved: _____ Disapproved: _____

If approved, you will be contacted by the Village to set up a **mandatory** planning meeting to review logistics, at least 10 days prior to your event.

Date

Village Clerk

cc: Department of Public Works
Department of Code Enforcement



INCORPORATED VILLAGE OF LINDENHURST

430 SO. WELLWOOD AVENUE - LINDENHURST, NEW YORK 11757

Event Vendor Insurance Requirements and Options

These are the insurance requirements that have been set by our Insurance Company. They need to be met 30 days prior to the commencement of the event.

This original form must be complete, signed, dated and returned with the required original certificate(s) of insurance.

- A) If you do not have insurance and would like to get a quote in order to be included on the master event insurance policy, please initial here _____
- B) If you have your own insurance, please follow the steps below and provide coverage.
1. Applicable to all vendors
General Liability Limits \$1,000,000 Occurrence/\$2,000,000 Aggregate
 2. If you do not use a motor vehicle as part of your operations, please initial _____
Commercial Auto Insurance Limit \$1,000,000
 3. If you do not serve alcohol as part of your operations, please initial _____
Liquor Liability Insurance Limit \$1,000,000
 4. Name as Additional Insured on all applicable coverages above:
Inc. Village of Lindenhurst
430 South Wellwood Avenue
Lindenhurst, NY 11757
 5. If you do use employees/volunteers as part of your operation, please initial _____
Workers' Compensation Limits \$1,000,000/\$1,000,000/\$1,000,000
- C) Indemnification, applicable to all vendors, please fill in your name and sign below.

The Event Vendor, _____ shall indemnify and hold harmless the Inc. Village of Lindenhurst, 430 South Wellwood Avenue, Lindenhurst, NY 11757 and any associates of the same against any claims, damages, losses, and expenses, including legal fees, arising out of or resulting from activities of the Vendor to the extent caused in whole or in part by the Vendor or anyone directly or indirectly employed by or volunteering for the Vendor.

Signature Event Vendor

Print Name & Title

Dated



INCORPORATED VILLAGE OF LINDENHURST

430 SO. WELLWOOD AVENUE - LINDENHURST, NEW YORK 11757

Insurance Requirements, Hold Harmless & Indemnification Agreement

Event: _____

Event Vendor: _____

Address: _____

This Agreement sets forth additional terms and conditions under which the Event Vendor is permitted to utilize Village facilities and public rights of way. Any and all permission to utilize said facilities granted to the Event Vendor is expressly made subject to the terms and conditions set forth herein.

1. Insurance Coverage/Certificates of Insurance

- a) The event vendor shall purchase and maintain the required insurance from a responsible insurer or insurers acceptable to the Village in the type and amount deemed necessary by the Village to protect and defend against all claims, loss, and liability arising from injury, death, and damage to persons or property arising out of the Event. The event vendor cannot commence the Event until and unless such insurance is acquired.
- b) The required insurance shall include worker's compensation insurance, umbrella, comprehensive general liability insurance (including premises/operations, independent contractors, complete operations and contractual liability covering indemnification agreements) and comprehensive automobile liability.
- c) The Village shall be named as additional insured on each of these policies (except for workers' compensations). The event vendor will have an endorsement, CG2037, substantially in the form set forth below added to its Comprehensive General Liability policy and to its umbrella or Excess Liability Policy:
"It is hereby agreed and understood that the Village is named as an additional insured. The coverage afforded to the additional insured under this policy shall be primary insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance."
- d) The event vendor's Comprehensive General Liability Insurance, Umbrella, Comprehensive Automobile Insurance and Worker's Compensation Insurance as required by the Section 1 shall be written with limits of liability not less than the following:

Comprehensive General Liability Insurance

Combined Single Limit (Bodily Injury and Property Damage)

\$1,000,000 each occurrence

\$2,000,000 products and completed operations

\$2,000,000 aggregate

Umbrella Liability

\$5,000,000 each occurrence

Comprehensive Automobile

Combined Single Limit (Bodily Injury and Property Damage)

\$1,000,000 each occurrence

Worker's Compensation

\$1,000,000 \$1,000,000 \$1,000,000

- e) Comprehensive General Liability Insurance and Workers Compensation insurance may be arranged under single policy for the limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy and must include a "Waiver of Subrogation" endorsement in favor of the Village.
- f) All insurance policies shall provide that the Village will be notified by the insurer of the cancellation or the restrictive amendment of the policy at least (30) days prior to the date that the cancellation or restrictive amendment takes effect. The Event Vendor shall notify the village of any change in coverage of any insurance policy not less than fifteen (15) days prior to the change in the policy
- g) Certificates of Insurance and a copy of the additional-insured endorsement, indicating that the required insurance is in force, shall be furnished to the Village prior to the Event. Each certificate of insurance shall set forth the type and amount of insurance, the number of the policy, the date coverage under the policy begins and the date that coverage expires.
- h) The Village, by requiring the Event Vendor to purchase insurance, shall not be deemed to waive the Village's right to bring any action, to the fullest extent permitted by law, for any loss which may be covered, completely or in part, by that insurance. Nor shall the fact that insurance is obtained for a certain risk to be deemed to release, relieve or diminish the liability of the Event Vendor to indemnify the "village" pursuant to the provisions of this letter agreement or otherwise. The damages recoverable by law, include, but are not limited to, contractual contribution, contractual indemnification, and/or common-law indemnification.

2. Indemnification

The Event Vendor agrees to indemnify, defend and hold harmless the Village and each of its shareholders, directors, officers, partners, members, employees agents, subsidiaries and divisions (and each of their heirs, successors and assigns) from any and all claims, losses, costs and damages, including but not limited to judgments, attorneys' fees, court costs and the cost of appellate proceedings, which the Event Vendor incurs because of injury to, or sickness, illness or death of, any person, (including but not limited to, any employee of the Event Vendor or any employee of any of its contractors), or on account of damage to property, including loss of use thereof, and any other claim arising out of, in connection with, or as a consequence of the Event of the Event whether same be labeled as full indemnification, partial indemnification or contractual contribution.

This indemnification provision is limited only to the extent that the General Obligations Law of the State of New York is applicable, in that this provision does not require indemnification for the Event Vendor's own negligence. This provision does, however, require indemnification for liability imposed by statute. This indemnification provision is binding on the Event Vendor to the fullest extent permitted by law, and does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnification or partial indemnification (whether contractual or common-law), or contractual contribution.

3. Compliance with Federal, State, and Local Law

The Event Vendor agrees to be bound by and at its own cost, comply with all Federal, state and local laws, ordinances and regulations (hereafter collectively referred to as "laws") applicable to work on the Event including, but not limited to, the federal Occupational Safety and Health Act (OSHA). The Event Vendor shall be liable to the Village for all loss, cost and expense attributable to any acts of commission or omission by the Event Vendor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

4. Contractors of the Event Vendor

All contractors of the Event Vendor are required to meet all of the same requirements set forth herein.

The foregoing terms and conditions are acknowledged, accepted and agreed to.

Dated _____

Event Vendor _____

Signed By _____

Print Name _____

Title _____

INCORPORATED VILLAGE OF LINDENHURST
SOUTH WELLWOOD AVENUE EVENT ACKNOWLEDGEMENT FORM

1. The submission of a completed Application does not guarantee issuance of a permit.
2. All applications must be submitted between December 1st and the second Friday of January.
3. The Village will determine whether to issue a permit based upon criteria including, but not limited to, the following:
 - a. Whether the proposed event will benefit the community, such as by promoting local businesses or furthering charitable causes.
 - b. Whether the proposed event is likely to generate significant public interest, encourage community engagement, and attract a significant number of attendees.
 - c. Whether the Event Vendor is affiliated with a local business or organization.
 - d. Whether the proposed event is well-organized, logistically feasible, and is unlikely to disrupt Village residents.
 - e. Whether the proposed event is likely to impact the environment.
 - f. Whether the proposed event is aligned with the Village's cultural identity.
 - g. Whether the proposed event is accessible to a majority of the Village residents.
 - h. Whether the Village has the capacity to provide any necessary resources for the proposed event.
 - i. The Event Vendor's history, if any, of hosting successful events within the Village.
 - j. Whether the proposed event conflicts with scheduled Village activities.
 - k. The size, scale, and duration of the proposed event.
4. The Village may elect to co-sponsor a proposed event if the Event Vendor is
 - a. A local business owner; and/or
 - b. A local organization.
5. Due to the volume of applications received, the Village will only issue a permit for one non-sponsored event per year.

The undersigned Event Vendor has read this Acknowledgment Form and agrees to the terms herein.

Date

Event Vendor

ADDITIONAL PERMITS REQUIRED FOR EVENTS SERVING FOOD & BEER/WINE

EVENTS SERVING FOOD:

All events/vendors/food trucks serving food must provide a Suffolk County Health Department FOOD SERVICE VENDOR PERMIT.

Contact the Suffolk County Health Department for information and an application. Food vendors cannot operate at your event without one!

Single-Event Permit:

<https://www.suffolkcountyny.gov/Portals/0/FormsDocs/health/PublicHealthProtection/TEMP%20EVENT%20ORG%20APP%200519%20FILLABLE.pdf>

Multi-Event Permit:

<https://www.suffolkcountyny.gov/Portals/0/FormsDocs/health/PublicHealthProtection/Temp%20Event%20Multi-Event%20Vendor%20Permit%20Application.pdf>

EVENTS WITH FOOD TRUCKS:

In addition to a Suffolk County Health Department Food Service Vendor permit, all food trucks must provide a VILLAGE OF LINDENHURST FOOD TRUCK PERMIT. <https://villageoflindenhurstny.gov/wp-content/uploads/2023/12/FOOD-TRUCK-PERMIT-APPLICATION.pdf>

EVENTS SERVING BEER/WINE:

All events/vendors/food trucks serving beer/wine must provide a New York State Liquor Authority One-Day Beer and Wine Permit, also known as a TEMPORARY BEER, WINE AND CIDER PERMIT. This permit authorizes the sale of wine, beer or cider at retail for consumption at a gathering for a period of 24 hours.

During the event, no alcoholic beverages sold by the permittee can be consumed outside of the area that is licensed. Beer/wine vendors must provide the event consumers with either a labeled cup or a cup that clearly shows their business logo.

Contact the SLA for information and an application. You cannot operate without one! One-Day Beer and Wine Permit Fee: \$36 per point of sale, per day.
<https://sla.ny.gov/permits-available-online>

If you are a Food Vendor serving beer and wine, you will need both Health Department and SLA Permits.