

City of Peekskill

Catherine E. Montaldo
Superintendent of Recreation



Dana Dapson
Recreation Leader

Department of Recreation

To Whom It May Concern:

Thank you for expressing an interest in having your event in the City of Peekskill for your upcoming event. Before we go ahead and book your event we would like to learn more about the event and the organization. **Please read the information below carefully, and then fill out and submit the attached Program Proposal Form.** **Please note a bank or certified check for \$500 must accompany the form as a deposit, to hold the date of the event. The deposit will then be deducted from the total cost of the event. In addition, a site map needs to be submitted with the proposal.*

Please send the completed form to: Peekskill Recreation Department
1 Robin Drive
Peekskill, New York 10566

FEE SCHEDULE (RAIN OR SHINE – NO REFUNDS)			
Residents*/ Not for profit Organization:		Non-Residents/ For Profit Organization:	
49 people & under	\$ 150.00	49 people & under	\$ 300.00
50 – 100 people	\$ 300.00	50 – 100 people	\$ 600.00
100 - 200 people	\$ 500.00	100 - 200 people	\$1,000.00
*A Resident is defined as a person whose primary residents is in the City of Peekskill.			
A separate deposit of \$1000 (cash or check dated for day of the event) is required			

Additional costs associated depending on the type of event:

	Resident Fees	Non-Resident Fees
*Police	Up to \$125 per hour/officer	Up to \$125 per hour/officer
*Public Works Staff	Up to \$104 per hour/person – minimum 3 hrs	Up to \$104 per hour/person – minimum 3 hrs
Port-o-sans	Responsibility of Permittee per contract	Responsibility of Permittee per contract

**The number of public works staff and police is proportional to the size of the event*

This event is not confirmed until you receive a confirmation letter with an approved copy of the Program Proposal Form. Once you have received this information we will provide you with the cost for this specific event and begin working on your contract. **The payment schedule for the event is as follows: two months before the event half of the payment is due, the other half of the payment is due one month before the event.** If at either step of the payment schedule we have not received your payment your event will be **canceled and the deposit will not be returned.**

We also require a certificate of insurance naming the City of Peekskill as additionally insured. **Please see the attached Insurance Requirements.** The certificate of insurance must include the date, time, and location, description of the event and proof of workers' compensation.

If you have any questions, please feel free to contact the Recreation office at 914 734-7275. Thank you again for expressing an interest in using a City of Peekskill park or municipal property for your upcoming event and we look forward to speaking with you.

Sincerely,

Catherine Montaldo, Superintendent of Recreation

**CITY OF PEEKSKILL
DOWNTOWN SPECIAL EVENT APPLICATION**

APPLICATION INSTRUCTIONS

1. The following must be returned to the Recreation office to have your permit considered for approval:
 - Completed and signed Program Proposal Form
 - Deposit of \$1000 paid by check or cash
 - Site Map for your Event

Please make checks payable to City of Peekskill

2. You may return your completed Application packet in person to the Recreation Office Monday through Friday between the hours of 9:00 am and 4:00 pm. You may mail the completed packet to:

Peekskill Recreation
1 Robin Drive
Peekskill, New York 10566

3. Upon approval, we will begin working on your contract with the specific costs for your Event.
4. Be advised that your Event is not finalized until all fees are paid, a valid certificate of insurance is received and a Special Event Contract is signed by permittee and City of Peekskill representative. Please note that the City of Peekskill's events take precedence and the City has the right to cancel/reschedule any approved event as needed.
5. Events are booked on a first-come, first-serve basis. Dates will not be held without submission of the **PROGRAM PROPOSAL FORM, DEPOSIT AND SITE MAP**.
6. As long as the permittee is in compliance with the fee schedule, the \$500 deposit will be deducted from the total cost of the Event.

REQUIREMENTS FOR DOWNTOWN SPECIAL EVENTS

The use of all City of Peekskill facilities shall be subject to the approval and rules of the City of Peekskill. The City of Peekskill recognizes that the City property belongs to the people of the City, maintained and operated by funds provided by local taxes. The City recognizes and accepts the responsibility for making the facilities available to responsible individuals, organizations and associations. **FAILURE TO COMPLY WITH THE BELOW LISTED REQUIREMENTS WILL RESULT IN THE FORFEITURE OF THE PERMITTEES DEPOSIT.**

1. Persons wishing to hold a Special Event must apply to the Recreation Department on the prescribed form. The City Manager, or authorized designee has final authority of approval.
2. The City of Peekskill Recreation Department does not offer rain dates or refunds in the event of inclement weather.
3. All fees and deposits for use are payable before use begins. Once the Special Event fees have been paid in full, the deposits received, and the Special Event Contract signed by both parties, the reservation has become finalized.
4. The Permittee agrees to and acknowledges the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes, including but not limited to any COVID-19 protocols. The Permittee expressly agrees that they will not use City property to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Westchester or the City of Peekskill. The Permittee further agrees to accept the total responsibility of preserving proper order and decorum, the protection of City property, and the restoration of the property to the condition in which it existed prior to the event. The Permittee agrees to comply with the instructions and directions of the City Manager or his authorized designee and all City of Peekskill staff. The commission of any act in violation of Federal, State, County, or local laws by the Permittee shall be deemed a material breach of the terms of the Park Use Permit and shall be sufficient grounds for the Permittee's Special Event Use Permit to be revoked as well as license to use City Facilities granted therein.
5. The Permittee will follow all COVID protocols as outlined by New York State, Westchester County, and the City of Peekskill. At a minimum, protocols require people to maintain a minimum distance of 6 feet apart and wear a mask in public. For detailed information on State regulations follow this link: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/Lowriskoutdoorartsandentertainment-MasterGuidance.pdf> or you may request a printed copy of the regulations from the City of Peekskill. The City reserves the right to charge for the copying of those pages.
6. No mandatory entry fee is to be charged to Event attendees. Voluntary donations can be accepted, but no coercion is to be used to collect entry fees. Display signs must be posted at the entrance of the event stating "**VOLUNTARY ENTRY DONATIONS ACCEPTED**". All the letters on the sign are to be of equal size. Violation of this procedure will result in suspension of the collection of voluntary donations by the Peekskill Police Department.
7. All posted rules must be adhered to. Failure will result in forfeiture of deposit.
8. Forfeiture of Deposit may result from the following:
 - Failure to comply with the Special Event Use Requirements
 - Failure to leave the area in clean condition as specified in the Special Event Use Requirements
9. Any damage to municipal facilities shall be promptly repaired at the user's expense. **NO EXCEPTIONS.**

10. Permittee using the facilities must clean up afterwards.
 - Grounds must be free of litter and debris
 - Trash must be deposited into trash bins and/or dumpsters
 - All tents, canopies, fencing, equipment, etc. must be removed from the grounds following the Event.
11. The sale of Alcohol is allowed only by an issued New York State Liquor License. A copy of the New York State Liquor License must be submitted 2 weeks prior to Event.
12. Permittee is responsible for those attending their Event. Profanity, objectionable language, disorderly acts, or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises and will forfeit their deposit.
13. Parking shall be limited to those areas designated by the City Manager or his authorized designee. Parking on the grass is not allowed except for unloading/loading equipment unless otherwise approved.
14. The City in its discretion may impose additional requirements prior to the issuance of this permit as required by the nature of the use applied for.
15. Permits may be revoked at any time.
16. Any usage with youth (age 17 & younger) requires the presence of adequate adult supervision at all times.
17. In the event of an emergency, the Permittee must contact the Peekskill Police by dialing 911 or calling 914 737-8000.
18. In the event of an accident, please notify the Recreation Office at 914 734-7275.

**CITY OF PEEKSKILL
APPLICATION AFFIDAVIT
FOR DOWNTOWN SPECIAL EVENT**

“Special Event” is defined under Chapter 486, Special Events, of the City Code as “an organized outdoor program of entertainment or exhibition to which the general public is invited or expected to attend. The term special event as used in this chapter shall not apply to permits for special events at the City of Peekskill Riverfront Green.

Today’s Date: _____ Date(s) Requested: _____ Time of Event: _____ to _____

If Individual is conducting the Special Event:

Name: _____ E-Mail: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

If the Special Event is proposed to be held for, or on behalf of, or by any organization, the name, address and telephone number of the headquarters of the organization, and the authorized and responsible heads of such organization:

Name of Organization: _____

For-Profit Organization _____ Not-For-Profit Organization _____

Address for headquarters of Organization: _____

Telephone of headquarters of Organization: _____

Authorized or responsible Heads of Organization: _____

Event Chair responsible to coordinate Event: _____

Event Chair Address: _____

Event Chair Telephone: _____ E-Mail: _____

Proposed location for Special Event: _____

Does proposed location include streets, sidewalks, parking lots, or other public places? Yes _____ No _____

If yes, provide detailed description of locations: _____

Record Owner and Lessee(s), if any, of the property location: _____

Total Participants Expected: _____ Adults: _____ Children: _____

Is an admission fee to be charged? Yes ___ No___ If so, what will proceeds be used for? _____

Detailed summary of the specific entertainments(s) or exhibitions and the number and types thereof to be held at the special event (attach additional sheets as needed) Please supply map with components marked:

Detailed Security Plan for the Special Event (attach additional sheets as needed):

CHECK LIST

Food will be served _____ Booths, canopies, stages or other equipment will be erected _____
 Food will be sold _____ Items will be sold (crafts, art, etc.) _____
 Alcohol will be served _____ Amplified Sound will be used _____
 Alcohol will be sold _____ Hours of Amplified Sound _____

Applicant must provide items required prior to approval:

Board of Health Permit	Rec'd	Showmobile User Fee	Rec'd
Insurance Endorsement for Public Liability Insurance.	Rec'd	Security Deposit	Rec'd
Insurance Endorsement for Special Liability Insurance Not Covered by Public Liability Insurance	Rec'd	Entertainment Schedule for Amplified Sound	Rec'd
Insurance Endorsement for Liquor Liability Insurance, if Alcohol to be Served	Rec'd	Site Plan Showing Location of Events and Activities	Rec'd

Applicant may be requested to provide such additional information which the City shall find reasonably necessary to a fair determination as to whether Event Permit should be issued.

Additional Information requested by City:

FEE SCHEDULE (RAIN OR SHINE – NO REFUNDS)

Residents*/ Not for profit Organization: 49 people & under \$ 150.00 50 – 100 people \$ 300.00 100 - 200 people \$ 500.00	Non-Residents/ For Profit Organization: 49 people & under \$ 300.00 50 – 100 people \$ 600.00 100 - 200 people \$1,000.00
*A Resident is defined as a person who is a resident elector in the City of Peekskill.	
A separate deposit of \$1000 (cash or check dated for day of the event) is required	

***THE FEE IS THE MINIMUM CHARGE, ANYTHING ABOVE & BEYOND SUCH AS USE OF CITY SHOWMOBILE, POLICE AND PUBLIC WORKS OVERTIME WILL BE CHARGED ACCORDINGLY.**

ALL FEES ARE DUE AND PAYABLE UPON YOUR RESERVATION. PLEASE MAKE ALL CHECKS PAYABLE TO THE CITY OF PEEKSKILL.

FOR OFFICE USE ONLY

APPLICATION REFERRED TO CHIEF OF POLICE: _____ DATE: _____

CHIEF OF POLICE RECOMMENDATION: _____

Chief of Police

Date

APPLICATION REFERRED TO PUBLIC WORKS DIRECTOR: _____ DATE: _____

PUBLIC WORKS DIRECTOR RECOMMENDATION: _____

Director of Public Works

Date

INSURANCE ENDORSEMENTS RECEIVED: _____ DATE: _____

INSURANCE ENDORSEMENTS AND DEFENSE AND INDEMNITY AGREEMENT APPROVED:

Corporation Counsel

Date

Permit sent:	Date Sent	Initials
City Manager	_____	_____
Chief of Police	_____	_____
Corporation Counsel	_____	_____
Fire Chief	_____	_____
Director of Public Works	_____	_____
Postmaster	_____	_____

INSURANCE REQUIREMENT

Public Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate.

- A. The Permittee hereby agrees to name the City Of Peekskill as an unrestricted additional insured on the Permittee’s policy.
- B. The policy naming the City Of Peekskill as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated “secured” New York State licensed insurer; - Contain a 30 day notice of cancellation;
 - State that the organization’s coverage shall be primary coverage and non-contributory for the City of Peekskill, its Board, employees and volunteers; and
 - Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The Permittee agrees to indemnify the City Of Peekskill for any applicable deductibles.
- D. The Permittee shall provide a copy of the endorsement providing additional insured status.
- E. Permittee acknowledges that failure to obtain such insurance on behalf of the City of Peekskill constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City of Peekskill. The Permittee is to provide the City of Peekskill with an insurance endorsement evidencing that the above requirements have been met. The failure of the City of Peekskill to object to the contents of the endorsement or the absence thereof shall not be deemed a waiver of any and all rights held by the City of Peekskill.
- F. 1,000,000 in General Liability Insurance, and states the following:

“The City of Peekskill is named as an additional insured regarding the event held on _____, _____ at [Address]. Insured’s coverage is primary and non-contributory.”

Hold Harmless Agreement must be signed holding the City harmless.

If any vehicles are involved, a Certificate of Automobile Liability must also be provided in the amount of 1,000,000 and states the following:

“The City of Peekskill is named as an additional insured regarding the event held on _____, _____ at [Address]. Insured’s coverage is primary and non-contributory.”

Defense and Indemnity Agreement

The Permittee hereby assumes all risk for damage and defacement of City property, and agrees to indemnify the City for damage resulting in bodily injury to any and all persons arising out of the use of the premises for the Special Event for which the permit is granted, and agrees to indemnify and hold harmless the City of Peekskill, and its departments, officers, employees and agents from any and all claims, suits, losses, damages, or injuries to persons or property where arising directly or indirectly out of the use of the property for which the Event is granted.

Prior to the issuance of the permit for the Special Event, the Permittee has executed this Application Affidavit.

Signature Date

Sworn to before me this
____ day of _____, 20____

Notary Public

HOLD HARMLESS AGREEMENT

This hold Harmless and Indemnification Agreement (“Agreement”) is entered into by and between, _____, hereinafter “Promisor”, and the City of Peekskill, hereinafter “Promisee”, on this ____ day of _____ 20____, in Peekskill, New York.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Promisor and Promisee agree as follows:

Promisor will protect, defend, indemnify and hold harmless Promisee from any and all claims, actions and judgments, including all costs of defense and attorney’s fees incurred in defending against same, arising from _____ (insert event) Promisor’s actions include the acts of Promisor’s agents and employees.

Promisee shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event, Promisor shall indemnify and hold harmless Promisee for any such claims paid, including Promisee’s reasonable attorney’s fees incurred resulting from such claims.

In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against same.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled.

This Agreement shall be interpreted under the laws of the State of New York.

The City of Peekskill

By:

By:



**CITY OF PEEKSKILL RECREATION DEPARTMENT
SPECIAL EVENT CHECKLIST**

For Office Use Only:

		<i>Amount Paid</i>	<i>Ck #</i>	<i>Ck Date</i>
<i>Program Proposal Form – completed & signed</i>				
<i>Site Plan</i>				
<i>Facility Fee – Per Fee Schedule</i> Residents: Non-Residents:				
<i>Security Deposit - \$500 per day</i>				
<i>Showmobile -</i> Residents: \$400 not for profit /\$500 profit per day Non-Residents: \$1,000 per day				
<i>Police - Up to \$125 per hour/officer</i>				
<i>Public Works Staff - Up to \$104 per hour/person (minimum 3 hrs)</i>				
<i>Port-O-Sans - Responsibility of Permittee per Contract</i>				
<i>Certificate of Insurance</i>				
<i>501 C-3 Certificate – required for not-for-profit organizations</i>				
<i>Signed and dated Contract</i>				
<i>Board of Health Permit(s) for Food Vendors</i>				
<i>NYS Liquor Permit – for sale of beer and/or wine</i>				
<i>Security Deposit Returned</i>				

Approved: _____ Date: _____

Denied: _____ Date: _____