



### Conditions and Restrictions

1. This Permit shall not be assigned or transferred except with the written consent of the Town Board.
2. Notice shall be given by said applicant at least 48 hours prior to a Regular Meeting of the Town Board held on the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month.
3. The Applicant hereby agrees to indemnify and save harmless the Town of Warwick from all suits, actions or damages of every kind whatsoever which may arise from or on account of the event under this Permit. General Liability Insurance for the protection of the Applicant and the Town of Warwick will be maintained in such an amount and in such company and in such case as the Town Board may require. Be sure to attach a Certificate of Insurance naming the Town of Warwick, 132 Kings Highway, Warwick, NY 10990 as additional insured.
4. The Town Board reserves the right to revoke or cancel this Permit at any time should the Applicant fail to comply with the terms and conditions herein prescribed.
5. Applicant's approved copy of this Permit shall be in possession of the parties actually involved.
6. This Permit application is subject to such other consents as are required by Law.
7. Arrangements shall be made with the Town of Warwick Police Chief to provide, during the period of such Special Event, for the handling of pedestrian and motor vehicle traffic, the re-routing of traffic, caring for emergencies and other related needs.
8. Applicant will be charged a fee for police personal services (payroll/labor) if additional police officers are required at this event. Additional personnel and amount to be determined by the Police Chief.
9. The Applicant hereby agrees to clean up any debris along the Town of Warwick Roads in the vicinity of the specified locations arising out of or as a result of the activity under this Permit.

I Herewith agree to the "Conditions and Restrictions".

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date

Permission is hereby granted to applicant.

A Certificate of General Liability (bodily injury/property damage) Insurance must be on file at the Office of the Town Clerk, Town of Warwick.

\_\_\_\_\_  
Town Clerk (Signature)

\_\_\_\_\_  
Date

Approved by Town Board on \_\_\_\_\_  
Date

\*\*\*\*\*Note\*\*\*\*\*As per following the Town Board Resolution. If additional police personal are required for this Special Event, Police Chief will bill you for services provided.

#### #R96-69 POLICE CHARGE FOR SPECIAL EVENTS

Motion Councilwoman Gamache, seconded Councilman Lust to adopt a resolution charging the sponsor of special events in the Town of Warwick for police services provided by the Town of Warwick Police. The amount of the charge is to be determined by the Town of Warwick Police Chief, and is to be equal to the additional personal services (payroll/labor) cost resulting from the police services provided for the special event. Motion Carried (5 ayes)

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Following information to be completed by the Police Chief

Number of additional police personnel required at this event: \_\_\_\_\_

Amount of Charge as prepared by Police Chief: \$\_\_\_\_\_

Date Billed: \_\_\_\_\_

Date Paid: \_\_\_\_\_

cc: Fire Department, Ambulance Department

### Hold Harmless Agreement

1. In consideration for receiving permission to utilize town property, I hereby release, wave, discharge and covenant not to sue the Town of Warwick, their officers, agents, servants, or employees (here after referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with private activities included in public venues, and hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the releases or otherwise.
3. I further hereby agree to indemnify and hold harmless the releases for any loss, liability, damage or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by the negligence of the releases or otherwise.
4. I understand that the Town of Warwick does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that event. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releases. I hereby further agree that this waiver of liability and hold harmless agreement shall be construed in accordance with the laws of the State of New York.
6. In signing this release, I acknowledge and represent that I have read the foregoing waiver of liability and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

In witness thereof, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_

Witness

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant

## AGREEMENT FOR POLICE SERVICES

This agreement dated \_\_\_\_\_, between, \_\_\_\_\_ with offices at \_\_\_\_\_ and the Town of Warwick, a New York Municipality, with offices at 132 Kings Highway, Warwick, NY 10990, (Town) for services to be provided to \_\_\_\_\_ by the Town.

Whereas, \_\_\_\_\_ desires to have the Town provide specific police services to \_\_\_\_\_ at the \_\_\_\_\_, and;

Whereas, The Town is willing and able to provide such services as outlined below at a cost set forth below, \_\_\_\_\_ and the Town hereby agree as follows:

1. The Town will provide police presence in the form of up to one police cruiser and officer up to \_\_\_\_\_ as requested. The officer(s) provided will be regular Town of Warwick Police officers assigned at the discretion of the Town of Warwick Police Chief or his designated agent.
2. The Town hereby certifies that it maintains General Liability insurance including law enforcement activities in a base amount of \$1,000,000 together with an umbrella policy for \$10,000,000 for all underlying occurrences. The Town also maintains the statutory Workmen's Compensation insurance as required by New York State. Copies of said policies shall be made available to \_\_\_\_\_ upon request.
3. It is further understood and agreed by and between the parties hereto that the Town shall only be required to make its best efforts to provide the manpower and equipment as noted above. The parties recognize that there may be emergency or other circumstances under which the officers or equipment assigned to the \_\_\_\_\_ details may be required for public safety to be positioned elsewhere. Such reassignment shall not be regarded as a breach of this contract if such should occur.
4. The period of time covered by this agreement shall run from \_\_\_\_\_ until \_\_\_\_\_, unless extended by mutual agreement of the parties hereto.
5. The cost to \_\_\_\_\_ for the above services shall be as follows:
  - a. A charge of \$120.00/hour/officer will be due and payable prior to filming.
  - b. In addition, a charge of \$20.00/hour for each car assigned shall be computed and billed to compensate for wear and tear, fuel, etc.

c. Cost of miscellaneous safety equipment deemed necessary or desirable by the Town shall be billed to \_\_\_\_\_ at a cost basis. Such items might include but not necessarily be limited to flares, cones, etc.

8. The Town shall submit an itemized bill to \_\_\_\_\_ at the conclusion of the event. Such bill shall include the name of the officer who provided services, hours worked, the normal hourly overtime rate of pay for each officer, each vehicle so assigned and the number of hours so assigned, and a list of any additional equipment provided by the Town as outlined above.

Town of Warwick

By: \_\_\_\_\_  
Michael P. Sweeton,  
Town Supervisor

By: \_\_\_\_\_