

Kevin M. Byrne
County Executive



Christopher Ruthven
Deputy Commissioner of
Parks

Department of Public Works

**Application for Group Use
of
Putnam County Tilly Foster Farm
100 Route 312
Brewster, NY 10509**

FARM FEES

**Group Use: \$100.00/Day
\$50.00/Half Day**

Table of Contents

Page 2.	Instructions for Application Process
Page 3.	Putnam County Insurance Requirements
Page 4.	Application
Page 5-6.	Release and Hold Harmless Agreement
Page 7-8.	Farm Rules and Regulations

Read Attached Requirements and Return to:

PUTNAM COUNTY VETERANS MEMORIAL PARK
201 GIPSY TRAIL RD. CARMEL, NEW YORK 10512
TEL 845 808-1994 FAX 845 808-1968

Instructions

To reserve a Date on the schedule, the Reservation Fee, Application and Release and Hold Harmless Agreement must be returned to the Park Office. No Reservations will be made until these items are received.

A Certificate of Liability Insurance is required before the day of the event. Insurance must meet Putnam County Requirements. Insurance Certificate must be in Accord Form.

The Description of Operations on the Insurance Certificate Must Read:

Putnam County is named as the additional insured for <u>date and event specified on application</u>
--

The Certificate Holder on the Insurance Certificate Must Read:

Putnam County 48 Gleneida Avenue Carmel, New York 10512 Attention: Risk Manager
--

Reservation Fees can be refunded up to 2 weeks prior to the scheduled date.

If scheduling within 2 weeks of the event a non-refundable Group Use Fee is required with application.

The Reservation Fee automatically becomes the Group Use Fee 2 weeks prior to the event. No additional Fees are required.

Initial: _____ Date: _____

FACILITY USE REQUIREMENTS

The use of Putnam County facilities shall be subject to the approval and rules of the Law Department administered by the Putnam County Senior Deputy County Attorney for Risk and Compliance.

1. Organizations wishing to use Putnam County facilities shall first apply to Veterans Memorial Park on the prescribed form. The Senior Deputy County Attorney for Risk and Compliance has final authority on approval.
2. In the event of inclement weather, the Park staff has the final authority on whether facilities are useable.
3. **Intoxicants shall not be brought onto/into facilities at any time without approved written permission.**
4. All posted rules must be adhered to.
5. 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.
6. Any damage to Putnam County facilities shall be promptly repaired at the user's expense. **EXCEPTIONS.** If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using Putnam County facilities must clean up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years of age requires the presence of adequate adult supervision at all times.
10. The fee for use is \$ _____, payable before use begins.
11. The emergency telephone number for the police and fire department is **911**. The appropriate authority must be contacted in the event of an emergency.
12. All users must provide the following insurance prior to use of Putnam County facilities:

Commercial Users/Business/Not-for-profit/Municipal:

1. The user hereby agrees to effectuate the naming of Putnam County as an Additional Insured on the user's policy.
2. The policy naming Putnam County as Additional Insured shall:
 - a. be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - b. contain a 30 day notice of cancellation;
 - c. state that the organization's coverage shall primarily cover Putnam County; its employees and volunteers; and
 - d. Additional Insured status shall be provided with ISO endorsement CG2026 or its equivalent.
3. The user agrees to indemnify Putnam County for any applicable damages.
4. Enclose a copy of the endorsement providing Additional Insured status.
5. Required insurance:

Commercial General Liability Insurance
\$1,000,000 per occurrence/\$2,000,000 aggregate

6. User acknowledges that failure to obtain such insurance on behalf of Putnam County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to Putnam County. The user is to provide Putnam County with a Certificate of Insurance evidencing the above requirements have been met. The failure of Putnam County to object to the contents of the Certificate or the absence of it shall not be deemed a waiver of any and all rights held by Putnam County.

Individuals:

Required insurance:

- **HOMEOWNERS INSURANCE:**
Section Two-Liability: \$300,000 limit of liability. Policy shall not exclude off premises activities of the insured.

PUTNAM COUNTY USE OF FACILITIES DOCUMENT

PUTNAM COUNTY TILLY FOSTER FARM

APPLICATION FOR USE OF PUTNAM COUNTY FACILITIES

Today's Date: _____ Date(s) Requested _____

Farm Location Requested _____

INFORMATION ABOUT YOUR GROUP:

Name of Organization or Individual: _____

Time: From: _____ To: _____ Supervisor in Charge _____

Mailing Address: _____

Telephone with Area Code: (Day) _____ (Evening) _____

INFORMATION ABOUT YOUR INTENDED USE OF COUNTY FACILITIES:

Purpose for use: _____

Total Participants expected: _____ Adults: _____ Children: _____

Is material or equipment required from Putnam County? (Check One) YES _____ NO: _____

If material and/or equipment is needed, what type/s and for what purpose/s: _____

Is an admission fee charged? YES _____ NO _____

If so, what will the proceeds be used for? _____

AGREEMENT:

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to Putnam County for the use and care of the facilities. He/she, on behalf of _____, DOES HEREBY COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Putnam County, New York, from and against all liability, loss, damages to the extent permissible by law, arising out of or in connection with the actual or proposed use of Putnam County properties, facilities and/or services by ORGANIZATION. He/she fully agrees that any damages to the facility will be deducted from their security deposit upon completion of a cost estimate. Repairs that exceed the security deposit will be submitted to the undersigned's insurance company for all expenses incurred by Putnam County.

Signature of Organization's Representative

() _____
Telephone Number with Area Code

Complete Address

RELEASE AND INDEMINITY AGREEMENT

The organization known as, _____, having a principal address of _____, (Hereinafter referred to as the “RELEASOR”), in consideration of the permission granted to it by the County of Putnam, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, having offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “COUNTY”), to enter upon and use County owned land and/or premises for a group function, hereby formally covenants, agrees and binds itself as follows.

1. The RELEASOR covenants and agrees to fully and forever release and discharge the COUNTY and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement.
2. The RELEASOR covenants and agrees to forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise, and from pressing, collecting or otherwise against the COUNTY or any officer, agent, servant, representative or employee of the COUNTY upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether, or not presently known, which the undersigned ever had, now has or hereafter can, shall or may have, or allege, based upon any negligence of whatsoever nature, ordinary or gross, whether or not presently known with respect to or arising out of or in connection with any personal injury, including death, or property damage arising out of permission granted under this Agreement.
3. The RELEASOR covenants and agrees to defend, indemnify and save harmless the COUNTY and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement.
4. The RELEASOR covenants and agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

5. The RELEASOR hereby states that it has carefully read this instrument and fully understands its contents and is fully aware that it is a release of liability; and is signing it on its own free will.

READ AND AGREED:

Dated: _____

Signed: _____

Please print name & title

STATE OF NEW YORK)
) as:
COUNTY OF _____)

On this _____ day of _____, 20____ before me personally came

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

TILLY FOSTER
FARM
Rules and Regulations

1) Farm Hours Daily:

Summer Hours: Memorial Day to Labor Day 10:00 am – 7:30pm.

Fall, Winter, Spring Hours: 10:00 am. – 4:00pm.

- 2) Pets are not allowed except in the designated trail areas. All pets must be kept leashed at all times. It is the responsibility of the pet owner to clean up after their pets.
- 3) Boats are prohibited.
- 4) Garbage must be placed in trash containers.
- 5) Fishing is permitted. NYS DEC Regulations Apply. No Hunting.
- 6) Organized groups may not use farm without permission.
- 7) Alcoholic beverages are strictly prohibited without approved written permission.
- 8) Vehicles are not permitted on the lawns or trails.
- 9) Nothing may be sold or offered for sale on the farm unless the vendor first obtains a permit from the Park Office in accordance with the following rules and procedures.
 - An application must be completed and signed by the vendor;
 - A fifty (\$50.00) dollar application fee must be submitted along with the application, which such fee is non-refundable in the event that the application for a vendor permit is denied;
 - The Park office must grant or deny an application for a vendor permit within ten (10) days of the receipt of same;
 - The Park office may deny an application for a vendor permit for good cause;
 - The denial of an application for a vendor permit may be appealed to The County Executive within (10) days of such denial. The County Executive must then uphold or reverse such denial within (14) days of the receipt of such appeal;
 - If a vendor permit is issued, the vendor must post or display such permit at the merchandise or food booth when such vending is in progress; and
 - A group or organization which has obtained permission to use the farm and which sells food or merchandise at its event as a means of funding such event is exempt from the requirement of rule “9” herein.
- 10) No loudspeaker or similar apparatus is permitted without written permission.
- 11) Plants, shrubs, or trees may not be damaged or destroyed.
- 12) Fires may be burned only in the grills located in the pond area.
- 13) No camping allowed.
- 14) No guns or other weapons are permitted.
- 15) No feeding wild animals (geese, ducks, deer, etc.)
- 16) Adult supervision required for children under 16 years of age.
- 17) No running, yelling or horseplay near the animals.
- 18) No climbing fences.
- 19) Please do not touch or feed the animals.
- 20) All buildings are off limits unless otherwise deemed open to the public.

The Putnam County Tilly Foster Farm/County Park employees are empowered to exclude from the farm anyone who, in their opinion, disobeys farm Rules and Regulations, creates a nuisance, or jeopardizes the safety, health or comfort of visitors. We urge you to cooperate in maintaining your County properties.

AREA IS PATROLLED BY THE PUTNAM COUNTY SHERIFF'S DEPT.