



Department of Parks,  
Recreation & Conservation  
Kathleen M. O'Connor  
Commissioner

February 3, 2023

Sam Wender  
Martinelli Holdings LLC dba Today Media  
2 Clinton Avenue  
Rye, New York 10580

Re: Permit for Limited Use of County Property in Connection with holding an event known as  
"Burger & Beer Blast" at Kensico Dam Plaza, Valhalla, New York, on Thursday, June 8, 2023.

Dear Mr. Wender:

This letter, when accepted by you, shall constitute a revocable permit for entry onto the  
designated County property, Kensico Dam Plaza, as more particularly set forth in the attached  
schematic map (Schedule "A"), in connection with the above referenced activity.

1. Martinelli Holdings LLC dba Today Media, its authorized representatives, agents,  
business guests and invitees (collectively the "Permittee") are hereby granted permission to enter  
in and upon County property at Kensico Dam Plaza, Valhalla, New York for the limited purpose  
of utilizing the existing park facilities in connection with holding an event known as the "Burger  
& Beer Blast, (the "Event").

2. In consideration of the privileges granted hereunder, the Permittee agrees to pay to the  
County Four Thousand (\$4,000.00) Dollars for use of the Premises and Fifteen Thousand Five  
Hundred Seventy Five (\$15,575.00) Dollars for the services described in Section 11, for a total  
license fee of Nineteen Thousand Five Hundred Seventy Five (\$19,575.00) Dollars. Payments  
are as follows: (i) a payment of \$9,788.00 due and payable by April 21, 2023 and (ii) a payment  
of \$9,787.00 due and payable by May 16, 2022. **Certified checks** payable to Westchester  
County should be submitted to:

Neil Squillante, Deputy Commissioner  
Department of Parks, Recreation and Conservation  
450 Saw Mill River Road  
Ardsley, New York 10502



450 Saw Mill River Road  
Ardsley, New York 10502

Telephone: (914)231-4500

Fax: (914)864-7053/7129

Website: [westchestergov.com/parks](http://westchestergov.com/parks)

The Permittee shall be responsible for selling tickets and collecting ticket revenues.

3. The Permittee assumes all risks of operation and shall provide at its sole cost and expense all necessary supervision, labor, appliance and equipment necessary for the conduct of its activities on County property pursuant to this permit. The Permittee shall remove all equipment, appliances and other personal property from the County premises immediately upon the expiration or other termination of this permit and shall immediately repair any damage and restore the site to the condition existing on the date hereof. The Permittee shall not display any signs, cards or advertising, except upon the prior written approval of the Commissioner and except in such areas as may be designated for such purpose. In no event shall the County be construed to be responsible, as a bailee or otherwise, for any loss or damage to property.

4. The Permittee agrees and shall be subject to the insurance requirements contained in Schedule "B", which schedule is attached to and forms a part of this Agreement. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Permittee agrees:

(a) except for the amounts, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Permittee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Permittee or third parties under the direction or control of the Permittee; and

(b) to provide defense for and defend at its sole cost and expense, any and all claims, demands or causes of action directly or indirectly arising out of this agreement and to bear all costs and expenses related thereto; and

(c) in the event the Permittee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Permittee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**5. ALCOHOLIC BEVERAGES: ALCOHOLIC BEVERAGES WILL BE PERMITTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS**

The sale of alcoholic beverages is permitted in accordance with all applicable laws and regulations. If the County shall request additional security, the Permittee shall pay the County a fee for the provision of such services. The Permittee shall insure that all third party vendors (e.g. caterers) or concessionaires abide by all applicable laws pertaining to the sale, distribution and consumption of alcohol including but not limited to the concessionaires obtaining necessary licenses or permits for such sale, conspicuously displaying such licenses at the point of sale or distribution, taking all steps necessary to prevent the sale of alcohol to minors, and ensuring that any person who appears to be intoxicated is not served any alcohol.

The Permittee agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", (Including Alcohol Liability Coverage), which is attached hereto and made a part hereof. In the

event that the Permittee permits third party vendors or concessionaires to sell or distribute alcoholic beverages, the Permittee shall provide to the County evidence of Auto liability, Worker's Compensation, and General liability (with the County named as additional insured) procured by the Permittee. In addition, the Permittee will provide to the County evidence of liquor liability insurance coverage in the name of the third party vendor or concessionaire which names the County of Westchester and the Permittee as additional insureds with respect to liquor liability. It is understood and agreed that the Permittee will make a written request, that shall amend any written agreement, to the third party vendor or concessionaire selling or distributing alcoholic beverages, requiring they provide evidence of liquor liability insurance coverage in the requested amount, which names the County of Westchester and the Permittee as additional insureds with respect to liquor liability and lists the County of Westchester as Certificate Holder. The description box must indicate the Event name, date and location. Permittee shall provide only the third party vendors or concessionaires to sell or distribute alcoholic beverages which are listed in Schedule "C", which is attached hereto and made a part hereof. Upon Execution of this Permit the Permittee shall provide to the County the names of all third party vendors or concessionaires which intend to sell or distribute alcohol and the proper evidence of insurance listed above.

In addition to, and not in limitation of the foregoing insurance provisions and in addition to and not limiting the foregoing Paragraph "4", the Permittee agrees to indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Permittee, concessionaires or third parties under the direction or control of the Permittee, in relation to the sale, distribution and consumption of alcoholic beverages. The Permittee further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the sale, distribution or consumption of alcoholic beverages during the permitted event and to bear all other costs and expenses related thereto.

6. This permit and the privileges granted hereunder shall commence on Tuesday, June 6, 2023 at 8:00 a.m. and expire at midnight on Thursday, June 8, 2023 to allow the Permittee to prepare for and clean up after the Event. The Event will be held, rain or shine, on Thursday, June 8, 2023 between the hours of 6:00 p.m. and 10:00 p.m. In the event that the Permittee shall default in the performance of any of the terms and conditions of this permit, the County may terminate this permit and the privileges granted hereunder upon five (5) days written notice to, Martinelli Holdings LLC dba Today Media, 2 Clinton Avenue, Rye, New York 10580, the Permittee, provided the Permittee may cancel such termination by curing the default specified in the notice within said five (5) day period. It is expressly understood and agreed that no building, structure, equipment or space is leased to the Permittee and no greater privilege for the use and occupancy of any space is granted by the County except as expressly set forth herein.

7. The Permittee shall comply with all federal, state and local laws, rules and regulations, and all Westchester County Executive Orders and Westchester County Parks, Rules and Regulations, including Vendor General Guidelines attached hereto and made a part hereof as Schedule "D", and all amendments and additions thereto affecting the conduct of the Event. The Permittee shall comply with the directives of the County regarding the Event. The Permittee, at its sole cost and expense, shall obtain all further permits and approvals necessary for the conduct of its activities in connection with this Permit, and any and all permits, licenses, certificates and

authorizations from governmental authorities that are required for the lawful operation of the Event. The Permittee assumes all risks in connection with the operation of the Event. **The Permittee will be responsible for ensuring that their concessionaires understand and comply with the policy and procedures governing the above required permits, licenses, certificates and authorizations.** The Permittee shall comply with the County's prohibition of Styrofoam disposable products in all Westchester County facilities, including all concessions. This includes, but is not limited to, disposable cups, plates and "clamshell" boxes for take-out use. The Permittee shall ensure compliance with the Styrofoam prohibition by all groups utilizing the County facility under this Permit.

Pursuant to Westchester County Executive Order 6 of 2007, the Permittee shall ensure that the groups who participate at this event will not sell or distribute any toys, jewelry or other similar items intended for use by children under the age of six unless such items are lead free.

Additionally, pursuant to the Westchester County Sanitary Code, the Permittee shall ensure compliance with the prohibition of the use of cooking oils that contain trans-fats.

8. This permit shall not be assigned by the Permittee except with the express written consent of the County.

9. Nothing contained herein shall be construed to make either party the agent or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

**10. The County shall provide the following:**

- a) Parking at no charge for attendees.
- b) Site preparation, including grass maintenance and cleaning;
- c) Provide and maintain a sufficient number of garbage receptacles throughout the Event;
- d) Provide the use of three (3) light towers at the Event;
- e) The County will allow the installation of signage for Event participants and tent structures for vendors and hospitality, at the sole expense of the Permittee, in designated areas of the Park upon consent of the Facility Supervisor. All shade structures, i.e. tents, and signage requiring anchorage can only be anchored by sand bags and/or weights. The use of stakes is strictly prohibited. All installations must be done under the direct supervision of the Facility Supervisor at Kensico Dam Plaza.

**11. County Services/Permittee Expense:** As referenced in Section 2 above, Permittee shall pay to the County \$15, 575.00 for the following services:

- a) PRC Department staff, including Parkers and one (1) Recreation Supervisor to facilitate the Event;
- b) Kensico Dam Plaza Staff, including one (1) Facility Supervisor, to facilitate the Event;
- c) Eight (8) Police Officers to be on site from 4:00 p.m. to 11:00 p.m. the day of the Event;
- d) One (1) emergency medical technician (EMT) to be on site from 5:00 p.m. to 11:00 p.m. on the day of the Event;
- e) Provide, install & remove perimeter fencing;

- f) A refuse collection vehicle with staff to collect refuse and provide general litter clean up during and after the Event.

**12. Permittee Services/Permittee Expense:** The Permittee shall provide the following services/equipment at Permittee's sole cost and expense:

- a) All equipment, entertainment, stages, risers, sound equipment, generator power, technicians, tables, chairs, tents, signage, decorations, etc. in connection with the Event;
- b) Event staff to include an Event Manager;
- c) Event marketing to promote the Event. Westchester County Parks logo will be included as a sponsor on promotional materials;
- d) Registration services, including check-in;
- e) Ensure that food vendors obtain food service permits from the Westchester County Health Department;
- f) Provide one (1) grey water tank and ensure that any waste ice or grey water is deposited in the designated grey water tank. Ice and water is not to be disposed of on lawns or landscaped areas;
- g) Ensure that the required permit from the New York State Alcohol Control Board is obtained for the Event;
- h) The Westchester County Department of Parks, Recreation & Conservation does not currently have an exclusive pouring rights contract with a bottling company. The Permittee will be notified should one be entered into before the event date. In this instance, the Permittee shall ensure compliance that only those products supplied by the exclusive vendor may be sold or distributed at the Event;
- i) Provide the County with 75 complimentary tickets to the Event;
- j) Provide one display tent for the Department at the Event;
- k) Provide advertising for the Department of one e-blast and three full page 4-color ads;
- l) Return all of the Park facilities used by Permittee to the condition in which they existed prior to their being used by Permittee, immediately upon the conclusion of the Event.

**13. Excessive Noise:** The parties hereto acknowledge that there are community facilities (Church, school) adjacent to the Park and that it is the County's desire, to the extent practicable, not to disturb these community facilities during the Event. In an effort to minimize any disturbance resulting from music performed during the Event, Permittee agrees to orient all speakers away from these facilities. In the event complaints are received regarding excessive noise, the parties hereto mutually agree to discuss the alternatives available and proceed accordingly. However, if, in the reasonable opinion of Department officials, said alternatives do not rectify the problem, the Department reserves the right to control the decibel level.

**14. Termination:** The Commissioner, upon ten (10) days' written notice to Permittee, may terminate this Permit in whole or in part when he deems it to be in the County's best interest.

**15. Schedule "E" — "Required Disclosure of Relationships to County".** In the event that any information provided in Schedule "E" must be changed during the term of this Agreement, the Contractor agrees to notify the County in writing within ten (10) business days and provide an

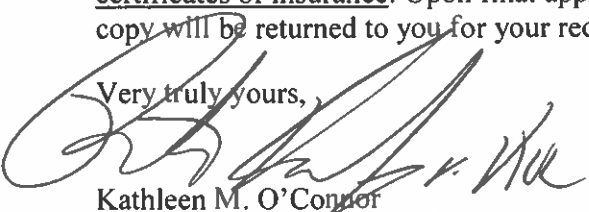
updated version of the schedule. The Contractor shall also have each approved subcontractor complete a separate Schedule "E" and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the County in the manner described above.

16. Schedule "F" — "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans". The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. This schedule is required as part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law.


17. This permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

If you find the above terms and conditions acceptable, **please sign on the space indicated below and return the executed copy, together with the attached acknowledgment, certificate of authority, Schedules "E" and "F", each applicable Schedule(s) C and D-1, and all certificates of insurance.** Upon final approval by the office of the County Attorney, a scanned copy will be returned to you for your records.

Very truly yours,

  
Kathleen M. O'Connor  
Commissioner,  
Parks, Recreation and Conservation

Approved:

  
Daniela Afeld  
Suttsst County atty 6/5/23

ACCEPTED AND AGREED:

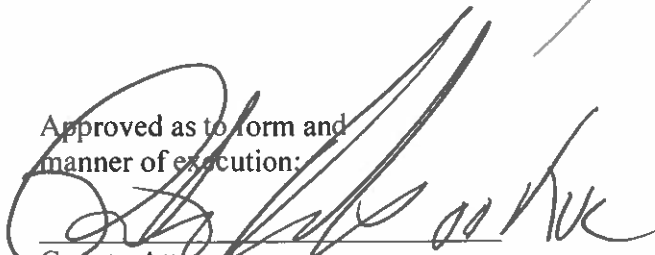
By

  
Signature

Print Name

  
Title

Approved as to form and  
manner of execution:

  
County Attorney  
The County of Westchester

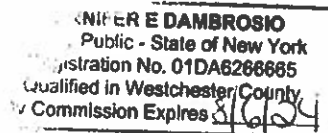
**ACKNOWLEDGEMENT**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER )

On the 28th day of March in the year 2023 before me, the undersigned, personally appeared Sam Wender, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: 3/28/23

Nifer E. Dambrosio  
Notary Public



**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, Richard J. Martinelli  
(Officer other than officer signing contract)

certify that I am the Secretary / Treasurer of  
the Martinelli Holdings LLC, dba Today Media  
(Name of Corporation)

a corporation duly organized and in good standing under the Delaware State Law  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

Sam Wondra  
(Person executing agreement)

who signed said agreement on behalf of the Martinelli Holdings LLC, dba Today Media  
(Name of Corporation)

was, at the time of execution Publisher Westchester Magazine.  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation  
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full  
force and effect at the date hereof.

[Signature]  
(Signature)

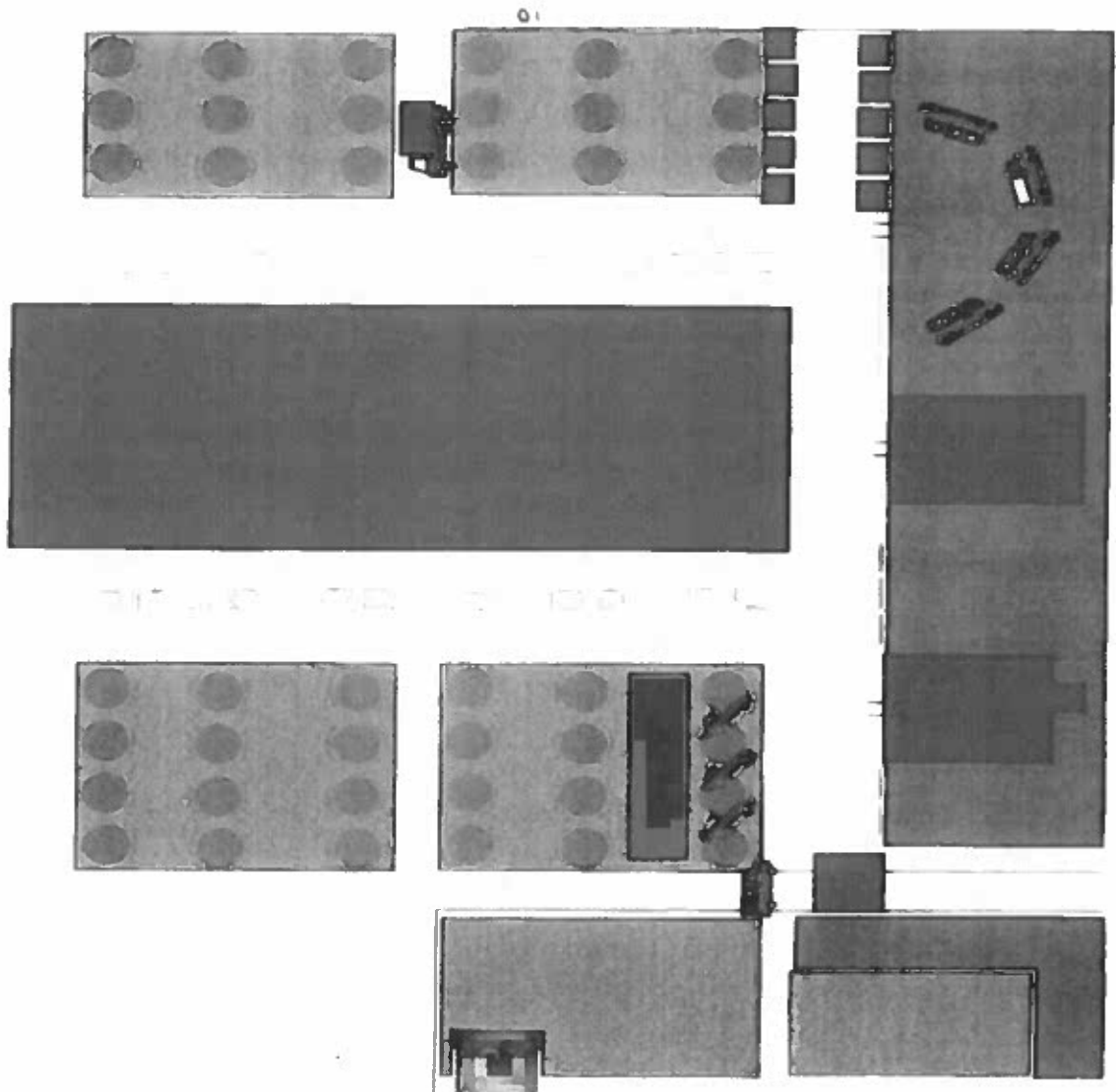
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF                    )

On the 28th day of March in the year 2023 before me, the  
undersigned, a Notary Public in and for said State, personally appeared Richard Martinelli  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or  
the person upon behalf of which the individual acted, executed the instrument; and,  
acknowledged if operating under any trade name, that the certificate required by the New York  
State General Business Law Section 130 has been filed as required therein.

[Signature]  
Notary Public  
Date 3/28/23

<b>JENNIFER E DAMBROSIO</b> Notary Public - State of New York Registration No. 01DA8266665 Qualified in Westchester County My Commission Expires <u>3/24/24</u>
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**SCHEDULE "A"**  
**MAP OF LICENSED PREMISES**



## **SCHEDULE " B "**

### **STANDARD INSURANCE PROVISIONS** **(Permittee)**

1. Prior to commencing work, and throughout the term of the Agreement, the Permittee shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Permittee shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Permittee and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Permittee shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Permittee to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Permittee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Permittee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Permittee concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Permittee's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Permittee until such time as the Permittee shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Permittee maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Permittee shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Products (Food) and Completed Operations.
- (iv) Liquor Liability

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- 3. All policies of the Permittee shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Permittee.

**SCHEDULE " C "**

**IF APPLICABLE:**

**PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ALL THIRD  
PARTY VENDORS OR CONCESSIONAIRES TO SELL OR DISTRIBUTE  
ALCOHOLIC BEVERAGES AT THE EVENT**

Name:

Street Address:

City, State

& Zip Code

Phone:

Contact Name:

(If different from above)

N/A

## SCHEDULE " D "

### 2023 Vendor Guidelines

*It is the responsibility of the promoter to notify vendors of these guidelines and enforce them*

1. The promoter is responsible for staffing three areas during the vendor check-in to: check off which vendors have arrived, help them to their designated spot and keep the cars moving. **The three locations are: One staff at the front entrance of the park, at least two staff in the vendor area and one staff in the food vending area.** No one is allowed in the vendor area until the promoter has arrived and the three areas are staffed.
2. When entering the park, the vendors must drive the designated route to their assigned spot, drop their items off and quickly move their car into the parking area. (This is to avoid any traffic jams.)
3. Tents set-up on the plaza must be weighted down with sandbags or weights and cannot be larger than 10'x10.
4. All vendors must set-up in their designated numbered spot. The County supervisor will decide how the numbered spots will be marked. No spray paint on hard surfaces.
5. There is no electrical hook-up for any vendor, including the food vendors. All vendors must provide their own **quiet** generator if power is needed.
6. Vendors must be set-up 30 minutes prior to the start of the festival/walk. At this time all cars must be out of the festival/vendor area and in the parking lot. Any late arriving vendors must make prior arrangements to walk their items to their designated spot. All entertainment must have their equipment in the Showmobile/performing area 30 minutes prior to the start of the festival. Any late arriving entertainment must make prior arrangements to walk in their equipment. County issued dollies are available for use.
7. Vehicles are prohibited in the vendor area during the festival. This includes promotional vehicles. All vehicles must be parked in the parking area. (This does not apply to Westchester County or Emergency vehicles.) The vendor parking lot will be agreed upon by the county supervisor and promoter.
8. Food vendors are responsible for removing any used cooking oil from the premise and discarding all gray water in the designated bin within the park.
9. Merchandise vendors are prohibited from selling any items which when used can deface County property, i.e. spray-paint, washable paints, etc. It is the promoter's responsibility to make sure such items are not sold.
10. Vendors should not pack up earlier than the scheduled end of the festival. Vendors are prohibited to drive their vehicles into the festival area to load their belongings until the area is deemed safe to drive in. This decision will be made jointly by the county supervisor and the festival chair. (The anticipated time is 45 minutes after the scheduled end of the festival.) For vendors who need to leave promptly at the scheduled end of the

festival it is recommended that each vendor bring their own hand truck. A limited number of County owned dollies will be available on a first come first served basis.

11. Immediately provide your PRC Department contact with a list of vendors and the service to be provided at your Event. The service will determine which Companies **must** complete Schedule "D-1" entitled "Application to Provide Goods and Services on County Property", attached hereto and made a part hereof, and provide proof of 1) Worker's Compensation Form C105.2 or U-26.3 (Statutory Limits and coverages); 2) General Liability **naming the County of Westchester and the Permit Holder** as an additional insured in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit, written on a primary and non-contributory basis; 3) Umbrella/Excess Insurance in the amount of \$2,000,000 each occurrence and aggregate, **naming the County of Westchester and the Permit Holder** as an additional insured, ("follow the form" basis) ), and 4) Automobile Liability Insurance with a minimum limit of liability of \$1,000, 000 unless otherwise indicated. This insurance shall include bodily injury and property damage for owned, hired and non-owned automobiles and name the "**County of Westchester and Permit Holder**" as an additional insured. Certificate Holder should be County of Westchester, 450 Saw Mill River Rd, Ardsley NY 10502. Each proof of insurance and completed Schedule "D-1" shall be provided to the County by the Permittee upon execution of this Permit or that service will not be permitted at the Event.
12. The festival president/chair must remain on-site until the last vendor leaves the facility.

**SCHEDULE "D-1"**

COUNTY OF WESTCHESTER  
DEPARTMENT OF PARKS RECREATION AND CONSERVATION

APPLICATION TO PROVIDE GOODS AND SERVICES ON COUNTY PROPERTY

TODAY'S DATE \_\_\_\_\_ DATES OF SERVICE: \_\_\_\_\_

NAME OF PERMITTEE & : \_\_\_\_\_

YOUR ORGANIZATION: \_\_\_\_\_

YOUR NAME : \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: DAY \_\_\_\_\_ NIGHT \_\_\_\_\_

GOODS AND SERVICES YOU ARE PROVIDING: \_\_\_\_\_

It is agreed and understood by all parties that there is an insurable interest for the County of Westchester by virtue of its ownership of the facility and/or premises. Accordingly, all vendors or sub-contractors to the Permit Holder holding this Permit must sign below and furnish (where required by Risk Management) a certificate of insurance with proof of 1) **Worker's Compensation Form C105.2 or U-26.3** (Statutory Limits and coverages); 2) General Liability **naming the County of Westchester and the Permit Holder** as an additional insured in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit, written on a primary and non-contributory basis; 3) Umbrella/Excess Insurance in the amount of \$2,000,000 each occurrence and aggregate, **naming the County of Westchester and the Permit Holder** as an additional insured, ("follow the form" basis) and 4) Automobile Liability Insurance with a minimum limit of liability of \$1,000,000 unless otherwise indicated. This insurance shall include bodily injury and property damage for owned, hired and non-owned automobiles and **name the County of Westchester and Permit Holder** as an additional insured. Certificate Holder should be County of Westchester, 450 Saw Mill River Rd, Ardsley NY 10502. Please show the program name, location and dates in the description box. **NOTE:** Where alcohol is being served, other requirements also apply; please refer to the Permit agreement.

The purpose of this form is to satisfy any requirement of insurance companies or insurance policies that the County of Westchester be named as an additional insured "where required by written contract."

**AGREEMENT:**

THE UNDERSIGNED IS OVER 21 YEARS OF AGE AND HAS READ THIS FORM AND AGREES TO COMPLY WITH ITS TERMS. HE/SHE AGREES TO BE RESPONSIBLE TO THE COUNTY OF WESTCHESTER FOR THE USE AND CARE OF THE FACILITY. HE/SHE, ON BEHALF OF THE ABOVE NAMED ORGANIZATION DOES HEREBY COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY OF WESTCHESTER AND THE PERMITTEE FROM AND AGAINST ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, OR ACTIONS (INCLUDING COSTS AND ATTORNEYS FEES) FOR BODILY INJURY AND/OR PROPERTY DAMAGE, TO THE EXTENT PERMISSIBLE BY LAW, ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR PROPOSED USE OF THE COUNTY OF WESTCHESTER'S PROPERTY, FACILITIES AND/OR SERVICES BY YOUR ORGANIZATION.

\_\_\_\_\_  
SIGNATURE OF ORGANIZATION'S REPRESENTATIVE

**NOTE: THIS SIGNED DOCUMENT MUST BE RETURNED TO THE PERMITTEE WITH PROOF OF INSURANCE (IF REQUIRED) AND BECOME PART OF THE PERMIT AGREEMENT**

**SCHEDULE "E"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No ☒

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No ☒

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

- 3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No ☒

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

[NO FURTHER TEXT ON THIS PAGE]

<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

**SCHEDULE "F"**

**For Informational Purposes Only**

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES  
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

☒ No  
☐ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

☒ No  
☐ Yes

***If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.***

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[NO FURTHER TEXT ON THIS PAGE]