

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:
 - 1. Be an insurance policy from an A.M. Best rated “secured” New York State licensed insurer;
 - 2. Contain a 30-day notice of cancellation;
 - 3. State that the organization’s coverage shall be primary coverage and non-contributory for the City of Peekskill, it’s Board, employees and volunteers;
 - 4. Additional insured status shall be provided with ISO endorsement CG 2026 or it’s 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 permit issued on _____(date) 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 names as an additional insured regarding the permit issued on _____(date) 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 per sons arising out of the use of the premises for the Peddler’s Permit 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 Permit is granted.

Prior to the issuance of the permit, the Permittee has executed this Application Affidavit. **(THIS FORM MUST BE SIGNED IN FRONT OF A NOTARY PUBLIC)**

Signature of Applicant

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: