

**CITY OF PEEKSKILL
APPLICATION AFFIDAVIT
FOR CARNIVAL OR SPECIAL EVENT
(OTHER THAN RIVERFRONT GREEN PARK)**

“Carnival” is defined under Chapter 224, *Carnivals*, of the City Code as “an organized outdoor program of entertainment or exhibition to which the general public is invited or expected to attend, including but not limited to a special event”.

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

If Individual is conducting Carnival or Special Event:

Name: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

E-Mail: _____

If the Carnival or 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: _____

Carnival Chair responsible to coordinate Carnival: _____

Carnival Chair Address: _____

Carnival Chair Telephone: _____ E-Mail: _____

Proposed location for Carnival or 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 carnival (attach additional sheets as needed):

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 Carnival or 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 Carnival Permit is granted.

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

Signature Date

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

Notary Public