Village of Cold Spring Policies and Procedure for Ticketed Events

- 1. The following uses require an application:
 - All ticketed event on Village of Cold Spring Property
 - All events where use and access to Cold Spring Village property is closed to the public and charges are levied for admission, sales, or entry fees.
- 2. An application must be completed and submitted to the Recreation Commission at least 8 weeks prior to the event.
- 3. The Recreation Commission reviews applications at their monthly meeting and provides recommendations to the Village Board. The Recreation Commission meets the third Wednesday of each month. The Village Board receives recommendations and makes the final decision. The Recreation Commission will notify the Applicant of the final decision.
- 4. Registered 501(c)(3) organizations with branches located in Cold Spring may reserve locations, if available. Reservations should be requested at least 3 weeks prior to the scheduled event.
- 5. Organizations or clubs utilizing the facility must provide the Village of Cold Spring a liability insurance policy naming the Village of Cold Spring as a named insured on said policy. The policy shall have limits of \$1,000,000 for any one injury and \$2,000,000 for any one event and be written by or through an insurance company licensed by the State of New York. Insurance coverage shall include all days that the site is to be used. This includes all days from initial set-up until all items brought in for the event are completely removed from the site.
- 6. All fees and deposits must accompany the completed application. (Fees for usage listed on page 6)
- 7. Rain date(s) cannot be reserved unless paid for in addition to the regularly scheduled event date(s).
- 8. All locations open at 8AM and close at 9PM. All occupants must vacate the site by the closing time. The Applicant or representative must be on site from the time when attendees and/or vendors/staff enter the site until such time all have exited the site.
- 9. If the event includes inflatable(s), the Applicant must include a certificate of insurance from the company supplying the inflatable(s) prior to the event.
- 10. If live animals are included in the event, the Applicant must include a certificate of insurance from the company supplying the animals prior to the event.
- 11. Event signage may be displayed a maximum of one week in advance of the scheduled event on the Mayor's Park Fence. Signage may be placed at the corner of Fair and Main Street advertising and directing ticket holders to the event on the day of the event only. Signage is prohibited from being attached to trees or poles within the Village or in the tree planters/utility strips on Main Street. Stapling or nailing items to the structure or defacing property in any way is strictly prohibited. All signage must be removed by the day after the event.
- 12. The facilities are carry-in and carry-out. Additional trash cans or dumpsters will not be provided. The Applicant is responsible for removing and disposing of all refuse at the end of each rental day to the satisfaction of the Recreation Commission or designee by the posted closing time.
- If additional tables or chairs are required, the Applicant is responsible for providing tables or chairs, as well as the set-up and break-down of such. Picnic tables at Mayor's Park are not to be moved; the five (5) tables shall remain in their original position under the Pavilion.
- 14. All tents must be secured. Tents larger than 100 ft² shall be inspected by the Code Enforcement Officer at least 24 hours prior to the event. Tents 400 ft² and larger require a permit if they are not open on all sides. If multiple tents are in use, they must be 12 feet apart if their aggregate area is 700 ft² or more. Tent and equipment deliveries must be scheduled with the Event Coordinator and done between

8AM-6PM. Copies of the deliveries contracts must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.

- 15. Set-up or break-down dates other than the date(s) of the event must be noted in the application and a rental fee will be added for each additional day. Any deliveries must be scheduled with the Event Coordinator and done between 8AM-6PM. Copies of the contracts for deliveries must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.
- 16. All amplified sound must be arranged to face West towards the River only.
- 17. Pavilion restrooms will not be available during events. The Applicant shall provide portable restrooms.
- Alcoholic beverages are prohibited on Village sites unless an NYS-SLA Permit has been obtained by the Applicant. If food and/or alcohol is to be sold, the Applicant must provide the Health Department and/or NYS-SLA permit(s) at least two (2) weeks prior to the event.
- 19. Vehicle access within Mayor's Park Fields and Pavilion is only permitted in the areas marked on the site map provided on page 7. If there is rain on the day of the event (including set-up dates) or the field is deemed susceptible to damage by the Event Coordinator, no vehicles, other than emergency services vehicles, will be allowed on any portion of the Mayor's Park Fields or Pavilion.
- 20. No vehicles, other than emergency service vehicle(s) in the event of an emergency, are allowed beyond the eastern end of the Pavilion in the Pavilion area. A maximum of 15 vehicles, with official Persons with Disabilities placards or license plates, will be allowed to park in the Pavilion area between the Pavilion and the fence running parallel with Fair Street on the eastern end of the park.
- 21. A Site Plan for Ticketed Events must be submitted utilizing the form provided. The Applicant and Event Coordinator must meet at least one week prior to the event on location to do a final review of the site plan to ensure guidelines will be met.
- 22. The need for event Security will be determined by the Recreation Commission with the recommendations of the Cold Spring Police Department. If deemed required, security will be provided by the Cold Spring Police Department or an approved outside agency at the Applicant's expense.
- 23. The Village of Cold Spring Highway Garage site must be rented for each ticketed event in the amount of \$350 per day to be used for event staff and vendor parking. Applicant must supply signage for vendors to display on dashboard of their vehicles. Applicant must have a person directing traffic/parking at Highway Garage site and checking vendor display signs. The Village of Cold Spring will install temporary signage for parking at Highway Garage site near Fair Street entrance and will install traffic cones designating area where parking will not be allowed. Access to gas pumps and passage to the rear of the garage must always be kept free of obstruction.
- 24. The Applicant receiving approval agrees to, and acknowledges, the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes. The Applicant expressly agrees that they will not use the Village Facility to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Putnam or the Village of Cold Spring. The Applicant further agrees to accept the total responsibility of preserving proper order and decorum, the protection of Village property, and the restoration of the facility to the condition in which it existed prior to the event. The Applicant agrees to comply with the instructions and directions of the Village Board or their authorized designee and all Village of Cold Spring staff. The commission of any act in violation of Federal, State, County, or local laws by the Applicant shall be deemed a material breach of the terms of the approved application and shall be sufficient grounds for the Applicant's approval to be revoked.
- 25. FORFEITURE OF DEPOSIT MAY RESULT FROM THE FOLLOWING: Failure to comply with the Policies and Procedures; failure to leave the area in the condition it was in before the event; failure to remove all trash. The Applicant is responsible for any damages that occur to the site during the event and event set-up and break-down. Any necessary repairs to the grounds and facilities will be performed by the Village of Cold Spring or a designated professional of their approval and the cost will be deducted from the deposit. If cost exceeds deposit, an invoice will be sent to the Applicant who will be responsible for the additional cost of repairs.

APPLICATION FOR TICKETED USE OF MAYOR'S PARK FIELDS AND/OR MAYOR'S PARK PAVILION

Applicant/ Contact:			
Sponsoring Organization:			
Address:	Email:		
Phone:	Cell:		
Please check if applicable:			
	Philipstown Resident501(c)(3) Org.* attach proof (EIN, certificate of incorporation, parent organization mption certificate)		
Site(s) Requested: (Mayor's Park Fields, May	vor's Park Pavilion)		
Date(s) of Event:	Start Time:End Time:		
All locations open at 8AM	and close at 9PM. The facilities are carry-in and carry-out.		
All clean up must be com	pleted by the end of each event day (9PM).		
Additional Date(s) and Time(s) for Set	t-Up and Break-Down:		
Estimated Attendance: (Mayor's Park Fields with Pavilion - ma	aximum 1,500 occupants, including event staff and vendors)		
Will there be Amplified Sound?	YesNo		
Will there be a tent or canopy? Size:(Sc	Yes_No juare Feet) Location:		

TICKETED EVENT INFORMATION:

Event Name:	
Type of Event:	
Maximum number of tickets to be sold:	
Activities Planned:	
How will the event be advertised?	
Will there be a stage?YesNo	
If yes, where:	
Will alcohol be sold?YesNo	
If yes, a separate NYS SLA permit is required	
Will food be sold?YesNo If yes, a separate NYS Health Dept. permit is required	
Will any goods be sold?YesNo Describe:	

The undersigned is over 21 years of age and has read this form and all included information and agrees to comply with them. Individual or Organization Representative does hereby agree to be responsible to the Village of Cold Spring for the care and use of the facilities. I, on behalf of ______

do/does hereby agree to indemnify and hold harmless the Village of Cold Spring from any and all claims, suits, or demands and any expenses incurred by said Village for investigation, legal fees, or otherwise, which arise out of or are connected with the Village facility applied for herein and said Village shall be held harmless and indemnified regardless of whether the acts are the fault of the Applicant or the Village.

I,_____, and/or the organization I represent, ______, agree to pay for any and all damages to equipment or property of the Village of Cold Spring by said organizations, members, guests, or visitors.

Signature (Individual or Organization Representative)

Date_____

*********THE FOLLOWING TO BE COMPLETED BY THE VILLAGE OF COLD SPRING*********

Approval by Recreation Commission: Date_____By_____ Notes:

Approval by Village Board: Date_____By____

Village Board to check appropriate Notations for Recreation Commission distribution:

_____Village of Cold Spring Police

_____Village of Cold Spring Highway Department

_____Village of Cold Spring Fire Department

Philipstown Ambulance Corps

FEE & SECURITY DEPOSIT FOR TICKETED EVENTS					
Village Site	501(c)(3) Org.	For Profit Org.	Event Fees		
Mayor's Park Fields	\$500	\$3,000			
Mayor's Park Pavilion	\$250	\$500			
Highway Department (Vendor Parking)	\$0	\$350			
Set-Up or Break-Down Days	\$0	\$500			
Note: fee is per day, unless noted otherwise					
Police: \$38 per hour. Hours to be determine	d by the Officer in Charg	ge, billed following event.			
Event Coordinator: \$30 per hour. Hours to b	e determined; billed follo	owing event.			

Security deposit equal to rental fee (due with application) No security deposit is needed for set-up or break-down days All reservations are a maximum of ten (10) hours per day. Additional time will be \$100/hour	
The Village of Cold Spring may impose additional requirements prior to the issuance of the permit as required by the nature of the use for the event. Any costs associated with these additional requirements will be incurred by the permittee.	
Total Amount Due with Application: Checks made payable to <i>Village of Cold Spring</i>	

Date Approved: _____

Date of Certificate of Insurance:

Fee to be charged:_____Date fee received: _____

Permit issued by: _____

