



# WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT  
 LONGSHORE CLUB PARK  
 260 COMPO RD S, WESTPORT, CT 06880  
 (203) 341-5090

## 2024 FACILITY REQUEST FORM

*(Request must be submitted no less than thirty (30) days PRIOR to event date)*

Today's Date:		
**Sponsoring Agency (if applicable):		
Name of Individual in charge on-site day of event:		
Address:		
City/Town/State/Zip:		
Best Contact Number:		
Email Address:		
Type of Event:		
Requested Place for Event:		<input type="checkbox"/> Compo S. Beach <input type="checkbox"/> Evan Harding Point <input type="checkbox"/> Burying Hill <input type="checkbox"/> Ned Dimes Marina Club House*** <input type="checkbox"/> Other (location requested)
Requested Day & Date:		
Requested Time of Event:		<b>Estimated number of people attending:</b> <i>(Note: cars without current beach emblems will need to pay the daily fee or get dropped, unless you are a Westport-Based Company, Civic Organization or Religious Organization – see * below)</i>

### Request for Waiver

Tent to cover food/beverage prep and/or service <i>ONLY</i> Maximum Size of tent: 10' x 10' / Maximum number of tents allowed – 2 tents	YES / NO # of tents:
Tables & Chairs	YES / NO
Music – (sound may not be plainly audible beyond a distance of 20ft from the source of the sound)	YES / NO
Alcohol Waiver (Compo South Beach & Compo Beach Softball field <i>ONLY</i> )	YES / NO
Catering/Food Truck Permit – cost \$100.00 (per truck) -- Caterer is responsible for bagging and removing ALL garbage, trash, and other refuse from event. <b>NAME OF CATERER(S):</b>	# of Trucks
Permission for bus to drop-off & pick up at designated area (schools and camps only)	YES / NO
<b>Westport-Based Companies and Civic Organizations ONLY</b> - Please state anticipated number of non-emblem vehicles attending event:	# non-emblem vehicles
Compo Beach Softball Diamond	<i>(Time requested – Circle one)</i> 8am – 10am / 10am – 12pm / 12pm – 2pm / 2pm – 4pm / 4pm – 6pm / 6pm – 8pm

**APPROVAL BASED ON THE SOLE DISCRETION OF THE PARKS AND RECREATION DEPARTMENT.**

Permits are for Westport Residents, Westport-Based Companies and Civic Organizations *only*.

When permit is approved, notification goes to person hosting event. When the permit fee and any other required documentation is received, permit will be finalized.

Permit holder/person requesting permit **MUST** be present during event and must have permit on-site during event.

Approved by Parks and Recreation Department: _____	Fee Collected: _____
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## CONDITIONS FOR FACILITY REQUEST

### PLEASE READ CAREFULLY

1. Permits are not required unless request is for a waiver of existing regulations.
2. Application must be submitted to the Westport Parks and Recreation Department at least 30 days prior to the event or your request may not be considered. No application will be considered within 72 hours of an event.
3. Applications will be considered on a first-come, first-served basis.
4. Additional Police/Security required must be arranged through the Parks and Recreation Department and paid for by the Event Sponsor.
5. Permit holder is responsible for the behavior of their guests and their compliance with the Town of Westport Parks and Recreation Department Rules and Regulations.

### GENERAL CONDITIONS

**Permits** issued to individuals for the Town beaches do not include waivers for daily parking fees.

**Parking:** Guests without a parking emblem for Town beaches must pay daily parking fees.

**Tents:** Maximum of two (2) tents. Maximum size: 10' x 10'. Tent to cover food/beverage prep and or service ONLY.

**NO GLASS OR GLASS CONTAINERS** - cans, plastic or paper containers only. No kegs, beer balls, or containers of beer in excess of 1 liter allowed. This will be strictly enforced.

**Catering Permit: Allows limited access to commercial caterers and catering vehicles. \$100.00 catering fee is due upon submittal of request.**

**\$75 permit fee (per permit for approved events). \$50 permit fee for non-profits (per permit for approved events) Nonrefundable.** (Includes: Ned Dimes Marina Club House & Burying Hill Beach. EXCLUDES: Westport Schools and Town Departments).

**Ned Dimes Marina Clubhouse ONLY - \$350.00 rental plus \$100.00 deposit for clean-up:** Rental of the Ned Dimes Marina Clubhouse requires a \$100.00 refundable deposit at time of application to be held for clean-up of the clubhouse. (Separate checks payable to Town of Westport) Upon a favorable inspection of the facility the deposit will be returned to the applicant (Clubhouse should be swept clean with trash bagged and tied at the conclusion of the event, in order to receive your \$100.00 deposit back). **Please Note:** Ned Dimes Marina Clubhouse is handicap accessible.

**Picnic tables** are available on a first-come, first served basis only and are not reservable.

**No amplified music** including bands and DJ's. Radios should be played at volume not to disturb other beach patrons.

**Parks and Athletic Fields** trash generated by the event should be removed from the site by the sponsoring agency.

**Westport-Based** Companies and Civic Organizations using Compo Beach or Burying Hill Beach may be issued up to 30 waivers of parking emblems Monday through Thursday **ONLY** for company/group picnics (**1 per season**).

**\*\*Corporate/Civic Organizations/Schools/Churches** are required to submit a **Certificate of Insurance** and a signed & notarized **Town of Westport Hold Harmless Agreement** (provided), covering the day(s) of event. (Days of event need to include set-up and clean-up days)

### COMPO BEACH:

**No alcohol** on Compo Beach except at the picnic area on South Beach. Groups may request a permit for softball area.

**The Pavilion** at Compo Beach is designated for public use and **MAY NOT** be reserved for private parties. Cooking and possession of alcohol in this area is strictly prohibited.

**Events** exceeding 75 participants at Compo Beach will use the west end of South Beach. Permit holder is responsible for taping off site area the day of event and having someone stay at the site until the event starts. Any site left unattended can be occupied by other patrons at the beach.

**I have read and agreed to the conditions required:** \_\_\_\_\_  
Applicant's Signature & Date Signed



WESTPORT, CONNECTICUT

Jennifer Tooker
First Selectwoman

EVENT PERMITTEE
INDEMNITY AND HOLD HARMLESS AGREEMENT

(Revised December 2021)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this \_\_\_ day of \_\_\_, 20\_\_\_, by
[NONPROFIT, CORPORATION, LLC, OR OTHER ENTITY
OBTAINING THE PERMIT] ("Indemnitor") of [ADDRESS] for the
benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, Indemnitor has submitted an application (the "Application") under the Town's Procedures for the
Use of Town-Owned Property, Facilities and/or Public Roadways (or the applicable Parks and Recreation or
Wakeman Town Farm rules and procedures for the use of Town-owned property), for the Town's permission to
use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the
"Premises") for the following event [PRINT NAME OF EVENT]:

\_\_\_\_\_ (the "Event")
beginning \_\_\_\_\_ (earliest start date, including set-up) and ending
\_\_\_\_\_ (latest end date including breakdown and rain date),

NOW THEREFORE, in consideration of Indemnitor's receipt of said permission from the Town, Indemnitor
agrees as follows:

- 1. Permission to use the Premises for the Event may be revoked by the Town immediately upon the breach by
Indemnitor of any term of this Agreement or any term or condition of the approved Application. This
Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this
Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and
appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent
permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and
expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages
of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the
Premises or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents,
subcontractors, third parties invited or authorized by the Indemnitor to participate at the Event, and/or anyone
else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises, in any
such case whether during the time period specified above in the recitals to this Agreement or otherwise.

3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectwoman or the Director of Parks and Recreation, (ii) relinquish use of the Premises upon expiration or termination of the Event in the same condition as it was prior to its entrance on the Premises, (iii) remove all litter, trash and other refuse from the Premises following the conclusion of its use, and (iv) use the Premises in strict compliance with the terms and conditions of the approved Application and all policies, procedures and conditions relating to the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.
4. Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from Indemnitor's use of the Premises.
5. Indemnitor shall obtain the following insurance coverages covering the Indemnitor's obligations under this Agreement, including without limitation claims by participants in the Event, from companies with an A.M. Best rating of A- (VII) or better:
  - a. **Commercial General Liability insurance** including Products and Completed Operations. Limits shall be at least: **Bodily Injury & Property Damage with an occurrence limit of \$1,000,000; Personal & Advertising Injury limit of \$1,000,000 per occurrence; General Aggregate limit of \$2,000,000 (other than Products and Completed Operations) per location; and Products and Completed Operations aggregate limit of \$2,000,000. For each policy required by this Agreement, the Indemnitor is required to provide the amount of insurance specified in this Agreement or the amount of insurance that the Indemnitor actually has, whichever is higher.**
    - i. If drones are permitted at, on or above the Premises, this coverage must include **drone liability insurance** for the limits above, in addition to providing copies of the operator's remote pilot certificate, the FAA drone registration, and proof of passage of all required FAA tests.
    - ii. If children at the Event will be under the care, custody or control of the Indemnitor or any employee, volunteer, or other agent of the Indemnitor or any subcontractor of the Indemnitor, this coverage shall include **Abuse and Molestation liability insurance** with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the actual or threatened abuse or molestation of anyone or any person while in the care, custody or control of any Indemnitor.
    - iii. If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Event or (ii) an alcoholic beverage permit is obtained, **Liquor Liability insurance** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless the Event is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.
    - iv. If automobiles are an integral part of the Event (car shows, road rallies, touch-a-truck, filming from automobiles, and the like), **Automobile insurance** in the amount of \$1,000,000 each accident combined single limit covering bodily injury and property damage for all owned, hired and non-owned autos.
    - v. If Indemnitor has employees, **Workers Compensation insurance** required by statute with Employer's Liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000, and \$500,000 disease aggregate, including a waiver of subrogation in favor of the Town.
    - vi. If Indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.
6. Indemnitor shall provide the Town with Certificate(s) of Insurance on Acord 25 (2016/03) or later edition evidencing all insurance policies required by this Agreement, and all such Certificate(s) of Insurance, shall:

- a. Name the "Town of Westport" as an **additional insured** and include **ISO Form CG 20 26 04 13 ("Additional Insured – Designated Person Or Organization")** and **ISO Form CG 20 12 04 13 ("Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations")** or equivalent (except that this is not required for Workers Compensation insurance), and
- b. Be provided on an **occurrence basis** and will be **primary and shall not contribute** in any way to any insurance or self-insured retention carried by the Town, and
- c. Contain a **waiver of subrogation** in favor of the Town, and
- d. Contain a **broad form contractual liability** endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of Indemnitor under this Agreement, and
- e. Declare all **deductible and self-insured retentions**, and all such deductibles and self-insured retentions are subject to the approval of the Town.
- f. Show that policies are in effect for all of the days of the Event; otherwise a renewal certificate is required.
- g. Require notice of cancellation to the Town according to policy provisions.

7. If a **high risk third party, as determined by the Town, (e.g., tent provider, bouncy house or inflatable provider, drone operator/provider, carnival ride provider, valet parking service, fireworks provider, tree chipping service)** will be authorized to participate at the Event, the third party shall execute and deliver a separate Indemnity and Hold Harmless Agreement and provide the insurance coverages required hereby.

8. This Agreement and the Town's permission to use the Premises shall not be assigned by Indemnitor without the prior written approval of the Town's First Selectwoman, the Director of Parks and Recreation, or the Farm Director.

9. This Agreement and the Application and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. No provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectwoman or the Director of Parks and Recreation. Any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement shall be binding on Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

[NAMES APPEAR ON FOLLOWING PAGE]

WITNESS

INDEMNITOR

\_\_\_\_\_  
Print Name:  
Print Address:

\_\_\_\_\_  
Permit Holder: Corporation, LLC, or other Entity

Signed By \_\_\_\_\_  
Authorized Officer of the Above  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF CONNECTICUT )

) ss: \_\_\_\_\_, Connecticut, \_\_\_\_\_ 20 \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

Personally appeared \_\_\_\_\_ signer(s) and sealer of the foregoing instrument, and acknowledged before me the same to be his/her/their free act and deed, and acknowledged before me that he or she is authorized to execute this agreement on behalf of the Indemnitor and to bind the Indemnitor to its terms and that he or she holds the title with the Indemnitor that is written below his or her name above.

\_\_\_\_\_  
Notary Public  
Print Name:  
Print Address:  
My Commission Expires: \_\_\_\_\_  
Commissioner of the Superior Court

**IMPORTANT NOTE:**

**PLEASE SEND A COPY OF THIS AGREEMENT TO YOUR INSURANCE BROKER OR COMPANY  
SO THAT THEY UNDERSTAND YOUR INSURANCE OBLIGATIONS  
BEFORE THEY ISSUE YOUR CERTIFICATE OF INSURANCE**



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(203) 341-5090

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## BANNER REQUEST FORM

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Name of Organization: \_\_\_\_\_

Location: ( ) Luciano Park (*on baseball backstop*)      ( ) Compo Beach\*

*\*Note: Banner can only be displayed at Compo Beach if event is taking place at Compo Beach*

Requested Week: \_\_\_\_\_ (maximum 7 days)

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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## FOR OFFICE USE ONLY

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Week Confirmed \_\_\_\_\_

Hold Harmless Received \_\_\_\_\_

Banner Picked Up \_\_\_\_\_



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## REQUIREMENTS FOR HANGING BANNERS

1. **Time Limits** – Banners will be hung for a maximum of (7) seven days, Monday to Monday, and may include one weekend only. Banners must be brought to the Parks & Recreation Department, no later than 3 p.m. four days before it is scheduled to be hung. (The Wednesday before the Monday that banner is to be hung.)
2. **Reservations** – The Parks & Recreation Department will take reservations to hang a banner at Luciano Park, Compo Beach\*.  
*\* Banner can only be hung at Compo Beach if event is taking place at Compo Beach*
3. **Identification** – All banners must have name of organization and contact telephone number.
4. **Indemnification and Hold-Harmless** – Any individual or group requesting to have the town hang a banner must first agree to indemnify and hold harmless the town and its respective officers, agents or servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death), sustained by the public, any or all persons on or near work, or by any other person or property, real or personal (including property of the town), caused in whole or in part by acts of the individual or group hanging the banner, or their agents, while engaged in hanging or removing the banner, and during the time the banner is hung.
5. **Banner Storage** – Please pick up banner within one (1) week after it has been scheduled to be taken down. There is NO storage space in Parks & Recreation for banners. The town cannot be responsible for banners not picked up in a timely manner. Thank you for your cooperation.
6. **Banner Size Limitations:** Banner must not exceed 18 feet in length or 3 feet in height.

