



WESTPORT, CONNECTICUT

Jennifer Tooker
First Selectwoman

PHOTOGRAPHY REQUEST / PERMIT

A Photography Permit is required for **any commercial still photography or video** on Town owned property. Permit request must be submitted no less than **7 business days** prior to the requested date of the shoot. Upon notification of approval, the applicant will submit the required Indemnity and Hold Harmless Agreement and Certificate of Insurance. At that time a permit will be issued. If drones are being used, the general liability policy must include drone coverage. The applicant must also supply the Town with a copy of the FAA license for the drone as well as for the operator.

Granted by the TOWN OF WESTPORT to:

for the temporary use of property owned by the TOWN OF WESTPORT for the purpose of still, video or motion picture photography only at those Town owned properties and only on the date and time listed below:

Sponsoring agency (if applicable): _____

Name of person filling out form: _____

Name of individual in charge on-site: _____

Address: _____

City/Town _____ State _____ Zip: _____

Business phone: _____ Cell phone: _____

Email: _____

Date: _____ Rain Date: _____

Time: _____

Number of people, including models and crew: _____

Number of vehicles and type: _____

Location: _____

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038

E-mail: selectwoman@westportct.gov • Website: www.westportct.gov

Additional information: _____

Signed by: _____

 (Sign for Name of Group/Corporation)

Date: _____

Return this form to the First Selectwoman's Office:

Selectwoman's Office

Westport Town Hall
 110 Myrtle Avenue
 Westport, CT 06880

selectwoman@westportct.gov

Check List:

COI	
Hold Harmless	
FAA License (if applicable)	
Location Specified	

BELOW FOR OFFICE USE ONLY

	Date
Verified COI	
Verified Hold Harmless	
FAA License (if Applicable)	
Location	

Town of Westport

Signed by (Town Attorney): _____

Signed by (Selectwoman's Office): _____

Date: _____



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]



WESTPORT, CONNECTICUT

Jennifer Tooker
First Selectwoman

THIRD PARTY PROVIDER
[PROVIDERS OF TENTS, INFLATABLES, DRONES, CARNIVAL RIDES, VALET SERVICES, FIREWORKS, ETC.]

INDEMNITY AND HOLD HARMLESS AGREEMENT
FOR EVENTS ON TOWN PROPERTY

(Revised December 2021)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this ___ day of ___, 20___, by ___ [CORPORATION, LLC OR OTHER ENTITY] ("Indemnitor") with an address at ___ [ADDRESS] for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, the Indemnitor has been engaged to provide goods and/or services at or on 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); and

WHEREAS, the Indemnitor has been so engaged by an individual or entity (the "Permittee") holding a permit (the "Permit") issued by the Town to use the Premises for the Event; and

WHEREAS, by issuing the permit to the Permittee for the Event, the Town is also permitting and authorizing the Indemnitor to provide goods and services at the Event; and

WHEREAS, the Indemnitor is required to indemnify and hold harmless the Town and provide insurance protecting the Town, as a condition to the Town's issuing such Permit to the Permittee and permitting and authorizing the Indemnitor to use the Premises;

NOW THEREFORE, in consideration the Town's issuing the Permit to the Permittee and permitting and authorizing the Indemnitor to provide goods and services on the Premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Indemnitor, the Indemnitor agrees as follows:

- 1. The Indemnitor understands and agrees that the Permit issued to the Permittee to use the Premises for the Event may be revoked by the Town immediately upon the breach by the Permittee and/or the Indemnitor of any term of this Agreement or any term or condition of the Permit. This Agreement shall survive any such revocation, and the Indemnitor shall remain bound by the terms of this Agreement.

2. The 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, the Indemnitor's provision of goods and/or services and all other activities in or on 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 the Indemnitor may be liable, in connection with the Indemnitor's provision of goods and/or services and all other of Indemnitor's activities at or on the Premises, in any such case whether during the time period specified above in the recitals to this Agreement or otherwise.
3. The 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) provide goods and/or services at or on 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. The Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from the 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 made 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 the Indemnitor provides an event tent, a bouncy house or other inflatable, drone, carnival rides, valet parking service, or fireworks, such items and activities must be covered by the insurance provided above, and the Indemnitor shall provide **umbrella or excess insurance** for all of the coverages described in this section 5(a) **sufficient to bring the total insurance coverage to \$5,000,000.**
 - ii. If the Indemnitor provides drones at the Event, 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.
 - iii. 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.
 - iv. 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.
 - v. If automobiles provided by the Indemnitor 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.

- vi. If the 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.
- vii. If the Indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.

6. The 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 the 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. This Agreement and the Town's permission for the Indemnitor to provide goods and/or services at or on the Premises shall not be assigned by the Indemnitor without the prior written approval of the Town's First Selectwoman or the Director of Parks and Recreation.

8. 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance provider Name and Address	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Insured Name and Address	INSURER A : Insurance Company Name		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	XXXXXXXXXXXXXXXXXXXX	XX-XX-XXXX Policy Start Date	XX-XX-XXXX Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Brief description of the event]
 Town of Westport is Named as an Additional Insured
 Insurance is Primary and Non-Contributory
 Waiver of Subrogation Applies in Favor of Certificate Holder (Town of Westport)

CERTIFICATE HOLDER

CANCELLATION

Town of Westport 110 Myrtle Avenue Westport, CT 06880	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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