



FOR OFFICE USE ONLY
Permit Number: _____
Approval Date: _____
Park Manager Initials: _____

## ***Thousand Islands Region Event Permit – Level 1***

Date of event: \_\_\_\_\_ Time (start/end): \_\_\_\_\_

Park/Event Location: \_\_\_\_\_

Permit Applicant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Approximate number of attendees: \_\_\_\_\_

Event Description:		
<input type="checkbox"/> Caterer	\$40.00 <i>See item #9 of the Special Conditions</i>	\$
<input type="checkbox"/> Amplified Sound	\$25 <i>See item #11 of the Special Conditions</i>	\$
<input type="checkbox"/> Metal Detector	\$15 <i>See item #13 of the Special Conditions</i>	\$
	For activities not listed above, additional special permits may be required. Please contact Park Manager.	
	Total Charges to be paid at the issuance of permit	\$
Alcoholic Beverages	Will Alcoholic Beverages be served? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>See item #10 of the Special Conditions</i>	
Special Requests:		

**INSTRUCTIONS TO APPLICANT:**

1. COMPLETE THE PERMIT APPLICATION, PROVIDING AS MANY DETAILS ABOUT THE EVENT AS POSSIBLE.
2. RETURN COMPLETED APPLICATION BACK TO PARK MANAGER FOR PROCESSING, AND WILL REACH OUT FOR FURTHER DOCUMENTATION, AS NEEDED.
3. AFTER APPLICATION HAS BEEN PROCESSED, THE PARK MANAGER WILL CONFIRM APPROVAL OR DISAPPROVAL OF APPLICATION AND WILL NOTIFY PERMIT HOLDER. PERMIT IS NOT VALID WITHOUT PERMIT NUMBER LISTED.
4. FOR ACTIVITIES NOT LISTED ABOVE, PLEASE NOTIFY PARK MANAGER.

## INFORMATION, CONDITIONS AND REQUIREMENTS

### **INSURANCE**

The Permittee agrees to defend, indemnify, and hold harmless the State of New York, OPRHP, and their officers, employees and agents from and against any claims, damages, losses and expenses arising out of or relating to the permit.

Prior to the start of the permit, Permittee must provide proof of Commercial General Liability with limit not less than \$1 million for each occurrence and Aggregate Coverage with limit not less than \$2 million per accident or occurrence on an ACORD-25 Certificate of Insurance to include the organization name, event location, and event date along with the following wording for Additional Insured: *"The State of New York, OPRHP, and their officers, employees, and agents are named as additional insured"* Certificate Holder must be the *State of New York, OPRHP, 625 Broadway, Albany, NY 12238*

### **AGE OF PERMITTEE:**

Permittee certifies that they are 18 years of age, or older.

### **PARK FEES:**

No waiver of normal vehicular entrance fees or facility fees is implied by the granting of a special permit.

### **DONATIONS, CONTRIBUTIONS, AND FEES**

Donations, contributions, and fees may not be solicited or received within a State Park by any individual or organization without written approval from OPRHP. Requests for such approval must be accompanied by proof of nonprofit status, charitable organization, or fundraising registration.

### **TERMS AND CONDITIONS:**

- The Permittee accepts the conditions stipulated herein, must abide by all rules and regulations of NYS Office of Parks, Recreation and Historic Preservation, and shall cooperate and comply with directions from park officials.
- An approved, signed copy of this Permit must be provided by Permittee and presented to any park personnel or police officer upon request.
- This permit does not become effective until approved by the Park/Site Manager or the Regional Director. • The use of the area/facility is limited to the date(s) authorized on the permit. The permit does not entitle the Permittee to any alternate dates due to weather conditions unless noted above.
- Permittee will comply with all traffic and parking control guidelines as established by the Office of Parks, Recreation and Historic Preservation (OPRHP) prior to the activity/event.
- Permittee shall promptly report any and all unusual incidents directly to the Park Manager or Park Police. Unusual incidents include, but are not limited to, damage to Park property, accidents, personal injuries, and emergencies involving medical personnel.
- OPRHP shall not be responsible for providing any utility or service, including but not limited to gas, electricity, restrooms, etc. in excess of that which is already available and can be provided without detriment to the operation of the Parks/Sites involved.
- Permits are limited to groups that do not exceed area or facility capacity.
- Unless specifically noted in the permit, the use of any public address/amplification sound system is prohibited without permit.
- Concessionaires in State Parks hold exclusive license for sale of foodstuffs, refreshments, or other items. No sale or vending is permitted without written approval from OPRHP.
- OPRHP reserves the right to revoke this permit at any time. OPRHP further reserves the right to exercise any controls over the permitted activity/event which are felt to be in the public interest.
- Areas or facilities used by the Permittee must be left in a condition equal to that existing on arrival. Permittee is responsible for the removal of all trash generated by the event. If not cleaned to the satisfaction of OPRHP, Permittee will reimburse OPRHP for the cost of the service.
- No alterations are to be made to Park property or infrastructure without the express written authorization of OPRHP.
- Permittee shall be responsible for any damage to park property or facilities, which may result from the use thereof. The said Permittee assumes all risks and agrees to defend, indemnify and hold harmless the State of New York, OPRHP, and their officers, employees, and agents from and against any and all claims, suits, damages, losses, and expenses including injury or death to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Permittee and guests, and/or arising out of or relating to Permittee's conduct and/or Permittee's performance pursuant to this Permit or by reason of any unauthorized activities undertaken in contravention to the terms under which permit is issued. Permittee shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Permit.

### SPECIAL CONDITIONS

1. A permit is required for all shelter reservations and/or special events that involve weddings, the use of a catering firm, and for which tents and other rental equipment will be employed.
2. Permitted events are subject to the policies and normal operating rules, regulations of the New York State Office of Parks, Recreation and Historic Preservation as contained in the *Official Compilation of Codes, Rules and Regulations of the State of New York*. Ask a park representative where a copy of the Rules and Regulations can be found. An unofficial copy can be found online at [www.parks.ny.gov.inside-our-agency/document](http://www.parks.ny.gov.inside-our-agency/document). Should violations of these rules occur, and should they not be corrected upon direction from an employee, officer or agent of the Agency, such employee, officer or agent is empowered to immediately cancel a permit and take such remedial and/or legal action as may be provided for by law.
3. Events may take place only during regular hours of operation unless authorized by Park/Site Manager. **Evening events must conclude by 10 p.m.**
4. Approved events shall not interfere with the use of park facilities by the public.
5. As a carry-in/carry-out facility, all refuse; foodstuffs, decorations, signs, and any other material brought in for the event must be removed at the end of the event. The Permittee is responsible to make sure area is thoroughly cleaned of any debris, trash, etc. before departure.
6. Any confetti used/thrown at a wedding **must be of natural biodegradable material** such as flower petals, lavender buds or birdseed. Artificial confetti such as metallic, glitter, paper, ribbons, plastic, etc. is prohibited. All flowers and plants brought into the facility must be removed from the premises and disposed of in a legal manner.
7. Permittee may not move equipment owned by the State of New York, including picnic tables or grills, without permission of the Facility Manager. The Permittee also may not cut, alter or remove natural landscape features. The Permittee shall not post signs and/or balloons without obtaining such permission.
8. Vehicles belonging to persons attending the special event must be parked in designated parking lots unless otherwise authorized. **This permit does not waive applicable vehicle use fees for guests or event staff.** Pre-purchased gate passes are not for specific dates and do not expire; if the event is cancelled, gate passes are not refundable.
9. All third-party contractors of the Permittee (caterers, tent rental companies, etc.) providing services at the permitted activity are required to contact the Facility Manager **not later than two weeks prior to the event** to inspect the activity site and to discuss all needs and requirements with the Facility Manager. The Permittee is responsible for providing the site with contact information for all third party service providers for their event.
  - a. Caterer: Permittee and/or caterer shall be required to provide Parks, **not later than two weeks prior to the permitted activity**, the ACORD 25 Certificate of Insurance as written evidence of products liability (with a limit of not less than \$2,000,000.00) and dram shop insurance if serving alcoholic beverages (with a limit of not less than \$500,000.00); and shall also provide written evidence that such insurance names "The State of New York, OPRHP, and their officers, employees, and agents" as additional insureds.
  - b. Tents: If authorized by Parks to erect a tent or canopy, the tent or canopy may only be erected on the site as directed by the Facility Manager. Permittee and/or tent vendor shall be required to provide Parks, **not later than two weeks prior to the permitted activity**, the ACORD 25 Certificate of Insurance as written evidence of products liability (with a limit of not less than \$2,000,000.00) and shall also provide written evidence that such insurance names "The State of New York, OPRHP, and their officers, employees, and agents" as additional insureds. Tents that will be placed outside pre-approved locations must be rented from an outside vendor and must be a freestanding frame that is not anchored into the ground with stakes.
  - c. Bounce Houses: Not permitted.
10. The Permittee, or his/her caterer, shall be authorized to serve alcoholic beverages to those persons 21 years of age or older only under the following conditions:
  - a. All consumption of such beverages will be confined to the area named in this permit application and all regulations of the Thousand Islands Region will be obeyed.
  - b. If required by the Alcoholic Beverage Control Law, a valid permit issued by the Liquor Authority shall be provided to the Facility Manager prior to the date of the activity authorized by this permit. This permit shall be displayed at the location where alcoholic beverages are dispensed and remain

on display for the entire event. A copy of a current ACORD 25 Certificate of Insurance which provides dram shop insurance coverage as required by law; and, the Permittee and/or Permittee's caterer shall present evidence to Parks, prior to the day of the permitted activity, that all insurance required by this permit names as additional insureds "The State of New York, OPRHP, and their officers, employees, and agents."

11. Amplified Sound:

- a. There is a limit of one DJ, one sound system or one band in each reserved area.
- b. Levels may not exceed 85 decibels. Decibel levels must be strictly enforced for the enjoyment of your fellow picnickers and area residents.
- c. Musical content must be family-friendly, including no obscene language or lyrics that could be demeaning to any population.
- d. All directives from Park Management must be followed or revocation of permit may be revoked at any time.

12. Permittee shall defend, indemnify and hold harmless the State of New York, OPRHP, their officers, employees, and agents from and against damages for injury to or death of persons and damage to or destruction of property of State Parks or others occurring during Permittee's use of said premises and caused by acts, omissions, neglect or misconduct of Permittee or any of its employees, agents, contractors, licensees or guests in the conduct of Permittee's operations under this permit. The Permittee assumes all risk of loss of the Permittee's property or that of its agents, employees, contractors and guests. Permittee's liability is not limited to the insurance coverage provided.

- a. The Permittee shall at its own cost and expense, procure a policy of public liability insurance. The People of the State of New York, the New York State Executive Department, the Office of Parks, Recreation & Historical Preservation and their officers, agents, employees, and assigns shall be additional named insurers in such policy. Said policy shall contain limits of no less than \$1,000,000 for each occurrence and a general aggregate minimum of \$2,000,000 to protect permittee and each additional insured from any claims for damages to property and for personal injuries, including death which may arise in connection with uses permitted under this permit. Permittee shall deliver to PARKS certificates of insurance. Public liability insurance minimums may be adjusted to the New York State Office of General Services guidelines for public liability insurance. The wording on the certificate of insurance proved to the Region shall be as follows:

**Additional Insured-** The State of New York, OPRHP, and their officers, employees, and agents are names as additional insured.

**Certificate Holder-** The State of New York and OPRHP, 625 Broadway Albany NY 12238

Additional commercial liability insurance including products liability or liquor insurance may be required. Policies or Certificates of insurance shall be delivered to the Office of Parks, Recreation & Historic Preservation with full premiums paid before the commencement of any operations by the Permittee. All policies of any nature shall be subject to the approval of the Office of Parks, Recreation & Historic Preservation for adequacy, form a protection, and amount of coverage.

13. Metal Detector Permits:

- a. Metal Detector permits are only valid within the beach areas of the park indicated.
- b. This permit may only be used when the beach area is closed and there are no lifeguards on duty.
- c. The metal detector shall not be used in landscaped areas, lawns, or flowerbeds and digging shall not be permitted in these areas or around trees and shrubbery.
- d. Any tool used to remove objects from the ground shall have a digging surface or blade no larger than 1 ½" wide and 6" long.
- e. The permittee shall restore the surface of the land to its original condition.
- f. Any and all trash uncovered by the permittee will be placed in a trash receptacle.

- g. The permittee agrees to assume responsibility for injury or property damage resulting from his/her use of a metal detector under this permit.
  - h. This permit does not authorize the excavation of archaeological objects. Any archaeological objects located by the permittee shall be deposited with an authorized employee of the Office of parks, Recreation and Historic Preservation.
  - i. Under Section 252 of the Personal Property Law, all personal property of the value of ten dollars or more shall be returned to the owner of deposited with the Park Police.
14. Permittee shall promptly report any and all unusual incidents directly to the Park Manager or Park Police. Unusual incidents include, but are not limited to, damage to Park property, accidents, personal injuries, and emergencies involving medical personnel.
15. The Permittee is responsible for communicating the above *Terms & Conditions* and *Special Conditions*, especially concerning gate admittance and appropriate parking locations, to all guests and to all of their service providers including, but not limited to: the caterer, portable toilet company, florist, photographer, decorator, wedding planner, band members or DJ, and limousine driver.
16. **Permits are not transferable.** The special event may only be authorized once the Agency has received acknowledgment of the Permittee's receipt of this communication and the Permittee's agreement to the *Terms and Conditions* set forth herein.

Additional Special Conditions:

**CANCELLATION AND REFUND POLICY**

The permitted activity may be canceled by Parks if in the sole judgement of Parks the activity cannot be safely conducted or continued due to:

1. Dangerous weather conditions, including but not limited to high winds, heavy downpour, lightening, etc.
2. Emergency situations, including but not limited to acts of God, disaster, civil disorder or similar cause beyond the control of Parks making it advisable or impossible to hold the activity or provide the facility.

In such events, the Permittee shall receive a full (100%) refund, and the Permittee hereby waives any and all claims for compensation for any and all losses or damages occasioned by such cancellation.

A refund of all fees paid, except gate passes, will be provided if the permittee cancels the event thirty (30) days or more prior to event, less the permit processing fee of \$25.00. For cancellations made prior to ten (10) days before the event, a refund of 50% of all fees paid, except gate passes and less the permit processing fee of \$25.00, will be provided. No refund will be issued for cancellations made less than ten (10) days prior to the date of the reservation.

**IF APPLICABLE, PLEASE PROVIDE:**

CATERERS NAME: \_\_\_\_\_

CATERERS ADDRESS: \_\_\_\_\_

CATERER SERVERING ALCOHOL:     YES             NO

DJ'S COMPANY NAME: \_\_\_\_\_

DJ'S COMPANY ADDRESS: \_\_\_\_\_

**By my signature, I indicate my agreement to abide by the *Terms and Conditions* and *Special Conditions* of this permit application and to ensure that service providers and others in my party will abide by these conditions:**

\_\_\_\_\_  
Signature of Permit Applicant (electronic signature is acceptable)

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Application reviewed by Facility Manager or designee on (date):            Initials:

Approved – event permit generated and sent to permittee along with a copy of this application and the Conditions and Requirements agreed to.

Denied – notice explaining denial sent to applicant on (date):

Additional Comments/Information:

**For Westcott and Southwick Beach State Parks, please submit this form and/or payment to:**

**EMAIL: [WestcottBeachSP@parks.ny.gov](mailto:WestcottBeachSP@parks.ny.gov)**

**MAILING ADDRESS: Westcott Beach State Park**

**P.O. Box 339 Sackets Harbor, NY 13685**

**New York State Office of Parks, Recreation and Historic Preservation – Thousand Islands Region**

P.O. Box 247, Alexandria Bay, New York 13607 • (315) 482-2593 • [parks.ny.gov](http://parks.ny.gov)