



TOWN OF NORTH CASTLE
15 Bedford Road ~ Armonk, NY 10504
(914) 273-3321
www.NorthCastleNY.com

Minimum Insurance Requirements for Events
Town of North Castle
(Adopted by Town Board November 8, 2017)

Prior to the start of any event, the Sponsor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Sponsor" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 general aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Town of North Castle and their assigns, officers, employees, volunteers representatives and agents should be named as an "Additional Insured" and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
 - B. Coverage for athletic participants must be included for an athletic team or league.
 - C. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - D. Coverage must be written on an Occurrence Policy Form.
- 2) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for, any private passenger and commercial vehicles. Required if the event involves the sponsor's motor vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate.
 - B. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 3) Umbrella Liability with limits of no less than \$1,000,000 Each Occurrence / \$1,000,000 Aggregate, including coverage for General Liability & Automobile. Required for events in excess of 300 people per day.

- 4) If applicant is applying for an Alcohol permit from the Town Board and a fee is not being charged for the alcohol, a COI must be provided to the Town with evidence of “Host Liquor Liability”. If a fee is being charged to attend the event or if a charge applies for a participant to purchase alcohol or a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing “Liquor Liability” at the same limits as indicated in 1) above.
- 5) Workers Compensation Insurance [if applicable]
 - A. Coverage must specifically indicate “coverage includes N.Y. State”
 - B. Coverage Extended to include Sponsor’s owners/partners.
 - C. N.Y. State Statutory Limits
 - D. To the extent permitted by New York Law, the sponsor waives all rights of subrogation or similar rights against the Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town’s Risk Management Committee.

The Sponsor shall furnish to the Town of North Castle Certificates of Insurance as evidence of coverage prior to the event naming the Town of North Castle as an Additional Insured **by endorsement**. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Sponsor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



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Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Sponsor's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Sponsor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Sponsor.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Name of Event: _____

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office
15 Bedford Road
Armonk, NY 10504**