

SPECIAL EVENT LICENSE

8220 Loop Road

Baldwinsville, New York 13027

315-635-5999

parcs@townoflysander.org

Subject to all terms and conditions contained herein, the Town of Lysander hereby grants the following:

EVENT NAME: Life Worth Living 5k and Walk

EVENT DATES & TIMES: August 12, 2023 9am - 11am

LOCATION: Abbott Farms

ADDITIONAL FACILITIES REQUESTED: _____

LICENSEE: _____

ADDRESS: 3275 Cold Springs Rd, Baldwinsville, NY 13027

PRIMARY CONTACT: Rob Helfrich

EMAIL: rob.helfrich@gmail.com CELL#: 315-857-7269

WORK#: _____ HOME#: _____

SECONDARY CONTACT: _____

EMAIL: _____ CELL#: _____

WORK#: _____ HOME#: _____

Terms and Conditions:

- The Licensee covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town of Lysander, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Licensee if self employed, Licensee's employees, agents, or sub-Licensees; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee. It is expressly understood and agreed between the parties that the entire hold harmless provision is intended to require the Licensee to defend and indemnify the Town for misfeasance, omission of duty, negligence or wrongful act on the part of the Licensee and not for misfeasance, omission of duty, negligence or wrongful act on the part of the Town.



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Terms and Conditions:

2. The Licensee agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Licensees, and Broad Form Property Damage Coverage with minimum limits of not less than two million dollars (\$2,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The Licensee also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than two million dollars (\$2,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The Licensee also agrees to obtain and maintain Liquor Law Legal Liability Insurance with minimum limits not less than two million dollars (\$2,000,000.00) if and when applicable. The required insurance policies shall be endorsed to include the Town of Lysander as an additional insured. Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Lysander Parks and Recreation Department; 8220 Loop Road; Baldwinsville, New York 13027, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies. Licensee will comply with all traffic and parking control guidelines as established by the Parks and Recreation Department prior to the event.
3. In acceptance of this Agreement, the Licensee covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
4. The Licensee agrees that it, its members, guests and invitees shall at all times comply with all rules and regulations of the Parks and Recreation Department, and shall reimburse the Department for any and all damages done to the Town of Lysander facilities as a result of the contracted event. Licensee understands that they are responsible for any and all damages or injuries they cause to any individuals within or outside the Town facilities as well as any and all damages or injuries to any individual or property outside of the Town facility, which may be caused by the events or activities as described and contracted for in this document. The licensee further agrees to furnish the Department a certificate of liability insurance which shall evidence the requirements of insurance including Workers' Compensation and Employers' Liability Insurance as identified in Section 2 wherein the Licensee is insured and the Department of Parks and Recreation and the Town of Lysander are designated as additional insured for minimum commercial general liability insurance of **\$2,000,000 per each occurrence and \$2,000,000 per general aggregate**, covering the dates of usage of the County facility. The cost of said insurance shall be solely that of the Licensee. Failure to comply with this provision shall render this agreement null and void.
5. Licensee is responsible for being familiar with and conforming to the provisions of Part 18 of the NYS Sanitary Code; Part 800 of the State EMS Code; and all other NYS local laws or regulations which may apply to the event. Although EMS may not be required by Part 18, it is recommended that emergency first aid is made available. You may contact the Parks and Recreation Department to determine EMS responsibility. Any costs incurred shall be the responsibility of the licensee.
6. The possession and consumption of intoxicants at Town of Lysander Parks and Recreation Department properties and sanctioned events is prohibited unless otherwise agree to by the Town of Lysander. All publicity related to the event must clearly convey this policy. Licensee is responsible for insuring that this policy is adhered to at the event including preventing the admission of individuals with more than the permitted amounts of alcohol. If alcoholic beverages are to be sold at event, Licensee or vendors under contract with Licensee must obtain a permit from the New York State Alcoholic Beverage Control Board, and a Liquor Liability Insurance Policy no less than five (5) days in advance. A copy of this permit must be submitted to the Town of Lysander Parks and Recreation Department prior to date of event. Licensee must provide security at all sites dispensing alcoholic beverages and must ensure against the selling of any alcoholic beverages to minors and to visibly intoxicated persons. All refreshments are to be dispensed in non-glass containers.
7. All food concession operations must obtain an Onondaga County Health Department permit prior to the event. Adherence to Onondaga County Health Department regulations is the responsibility of the Licensee. For Health Permit information, call 315-435-6607.
8. Licensee will provide at his/her own expense any personnel which may be considered necessary by the Parks and Recreation Department for the operation of contracted event. Such personnel could include parking attendants, cashiers, ticket-takers, sanitation and facilities attendants, security as well as any other personnel deemed necessary by the Department.



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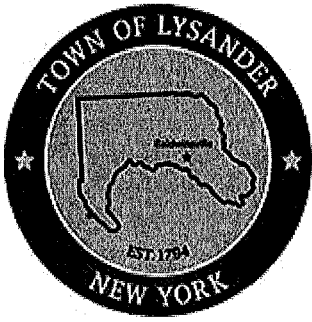
Baldwinsville, New York 13027

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Terms and Conditions:

9. Licensee will provide to the Parks and Recreation Department, no later than 60 days prior to the event, detailed description of the actual event, promotional plans and attendance. The Parks and Recreation Department reserves the right to set attendance capacity limits to close the gates on the day of the event if capacity is reached. If the Parks and Recreation Department does make the decision to close the gates, Licensee is responsible for the stopping of the sale of tickets, enforcing this decision, placing manpower and signs at traffic intersections specified by the Parks and Recreation Department to warn approaching cars that the event has been closed and notifying the media to announce the closure of the event. Maximum capacity? n/a
10. Subject to Section 4 of this Agreement. Licensee will be held responsible and be invoiced for any damage done to park property and facilities that may occur during the event. Payment must be received no later than two weeks after invoiced by the Parks and Recreation Department OR licensee forfeits future use of Town of Lysander Park facilities. Licensee is responsible for care of all equipment and personal property stored on park property before, during or after said event and waives responsibility of licensor should such equipment be damaged or lost.
11. Town of Lysander Park facilities comply with Federal standards and regulations requiring accessibility of programs and facilities to the disabled. It is the responsibility of the Licensee using these facilities to make arrangements to accommodate disabled persons attending a particular program or event, including such services as assisting non-ambulatory patrons to their seats.
12. Licensee will comply with all traffic and parking control guidelines as established by the Parks and Recreation Department prior to the event.
13. Licensee will not permit any handbills or flyers to be posted on park property or cars or distributed to the public in attendance at the event, without receiving approval from the Parks and Recreation Department Administration.
14. Licensee will provide, at own expense, portable restroom facilities to supplement permanent restroom facilities. The number of such units will be determined by the Parks and Recreation Department and specified elsewhere in this license.
15. Licensee agrees that it shall comply with all licensing requirements of the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) regarding the performance or broadcast of copyrighted music at said event.
16. All terms and conditions of this license may not be assigned, subcontracted, leased or sold by the Licensee without receipt of the prior written permission from the Parks and Recreation Director.
17. Lysander Parks and Recreation hereby reserves the right to require proof that the person purporting to represent any firm or organization does, in fact, have the authority to bind said firm or organization.
18. Lysander Parks and Recreation hereby expressly reserves the right to, with or without notice, have its personnel enter onto the facility for the purpose of Department business.
19. An approved, signed copy of this license must be submitted by the licensee to any Parks and Recreation Department employee upon request on the day of the contracted event.
20. Licensee is responsible for providing pre-numbered tickets for gated events. In addition to facility rental, the Licensee may be responsible to pay up to 15% of all admission, parking, food & beverage revenues, and solicited donations, exclusive of tax, with levy based upon factors including style of event, profit and loss statement for event, economic impact of event and promotional value to Lysander Parks and Recreation. Sales report shall be remitted when submitting post-event payments. This payment is due within 30 calendar days of the event, unless otherwise directed by the commissioner. Required? _____
21. Licensee agrees to collect, report and remit any admission taxes to Local, State and/or Federal governments as required by law. The Licensee hereby agrees that it is solely responsible to determine which taxes, if any, are applicable.



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Terms and Conditions:

22. Lysander Parks and Recreation expressly reserves the right to cancel or postpone any scheduled event where in its sole opinion there exist factors that may jeopardize the public and/or facilities involved. The Department further reserves the right to exercise any controls over the contracted event which are felt to be in the public interest. Furthermore, the Department will not be held liable for any and all damages created by acts of nature during scheduled event.
23. Licensee agrees to comply with Lysander Parks and Recreation Department "Carry-In/Carry-Out Litter Program." Trash bags and containers will be provided. Licensee agrees to remove all trash from containers and park premises immediately following the event. The Licensee may be required to, at his expense, select and contract with a private hauler to assist in rubbish removal. Additionally, licensee agrees to comply with local laws regulating recycling efforts. Licensee agrees to comply with Onondaga County Source Separation Law regulating recycling efforts. Under these laws, groups must recycle corrugated cardboard and paper, as well as, other mandatory recyclables like glass and plastic bottles if the quantity generated economically justifies a separate collection. For more information regarding rules and regulations of recycling, please contact OCRRA, Phone: 315-453-2866 or email: ocrra@ocrra.org. Lysander Parks and Recreation reserves the right to require that the Licensee post a clean-up bond with the Department at the time this license is issued. The Department also reserves the right to decide if the park has been cleaned to Department satisfaction; if not cleaned to the Department satisfaction, then Licensee will forfeit the entire amount of the bond to Lysander Parks and Recreation. Required? n/a
24. Lysander Parks and Recreation reserves the right to evaluate and/or re-evaluate each event annually and move the location and/or date of an event without prior notice. Additionally, the Department reserves the right to deny a request to hold an event.



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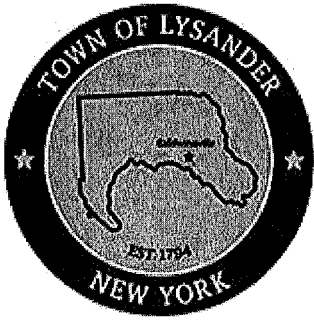
315-635-5999

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Performance Obligations:

DESCRIPTION	DUE DATE:
Signed Special Event License	July 1, 2023
Certificate of Liability Insurance	July 1, 2023
New York State ABC Permit	
Liquor Liability Insurance	
Approved Plans: Security, EMS, Parking, Traffic Control, Sanitation, Layout, etc.	
Incident Action Plan	
Onondaga County Health Permit	
Town of Lysander Vendor Permit	
Gross Gate Report	
Post Event Payments	

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Financial Obligations:

All payments made payable in the form of Check, Money Order, Cashiers Check, or Credit Card to Town of Lysander Parks and Recreation Department; 8220 Loop Road; Baldwinsville, New York 13027.

DESCRIPTION	AMOUNT	DUE DATE
Site Use	\$ 150.00	waived

Post-Event Payments: services, fees, and receipts invoiced by Town of Lysander Parks and Recreation Department 30-business days after the last date of the event.

DESCRIPTION	AMOUNT	DUE DATE
Personnel	\$	X
Utilities	\$	X
Equipment	\$	X
Supplies	\$	X
Penalty Fees	\$	X
Gross Revenue Receipts	\$	X
TOTAL	\$	

Obligations and payments not received by the dates due are subject to a \$250.00 penalty assessment per item.


Town of Lysander Parks and Recreation Department reserves the right to terminate this license and cancel the event if any of the terms and conditions contained herein are not adhered to by the Licensee.

I hereby acknowledge that I have read, understand and agree to comply with the terms and conditions of this Special Event License.



 Licensee

5-31-23
 Date

Kevin M. Merrill 

 Town Supervisor or Agent

5/23/2023
 Date



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Event Details & Specific Agreements:

EVENT NAME:	Life Worth Living 5K							
EVENT DATES & TIMES:	August 12, 2023 9am - 11:00am							
SET-UP DATES & TIMES:	Friday, August 11, 2023 8:00 - 5:00							
PROJECTED ATTENDANCE:	Spectators:	50	Participants:	350	Officials:	0	Volunteers:	20
MAXIMUM TICKETS:	250-5k	ADMISSION FEE:	\$30	PARKING FEE:	\$0			
ALCOHOL SALES:								
ON-SITE CONTACT:	Rob Helfrich				CELL#:	315-857-7269		
PARKS & REC. CONTACT:					CELL#:			

1. EVENT DESCRIPTION: and Walk charity event for suicide awareness and prevention held at Abbott Farms. The Walk course is held entirely on Abbott property. Approximately 1 mile of the 5K is held on Lysander town roads.

2. MUSICAL ENTERTAINMENT: n/a

3. CONCESSIONS (List vendors, type of items sold, description of set-up, size; Attach separate page if necessary):
 Abbott Farms will be open and conducting business with their normal summer weekend concessions

4. ENTERTAINMENT: n/a

5. AMUSEMENTS: n/a

6. RADIO/TELEVISION ON-SITE (Amplified music, giveaways, games, gimmicks): PA system will be used at start/finish line

7. OTHER:



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Parking & Traffic Control Plan:

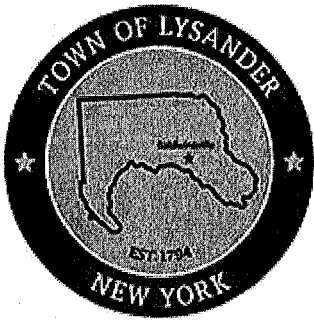
EVENT NAME:		Life Worth Living 5K and Walk							
EVENT DATES & TIMES:		August 12, 2023 9 am							
PROJECTED ATTENDANCE:		Spectators:	50	Participants:	350	Officials:	0	Volunteers:	20
MAXIMUM TICKETS:	250-5k	ADMISSION FEE:		\$30	PARKING FEE:		\$0		
ON-SITE CONTACT:	Rob Helfrich				CELL#:	315-857-7269			
PARKS & REC. CONTACT:					CELL#:				

1. PARKING

- HOURS: 8:00am - 11:00am
- GATES: Abbott's entrance and access to Abbott's land on rte 370.
- CONTROLS: Abbott Farms
- FLOW: Primary - lot and grass at Abbott facility on Rte. 370. Secondary - field next to Abbott's
- ATTENDANTS: volunteers
- SAFETY MEASURES: safety vests and red flags
- COMMUNICATION: cell/text
- SIGNS & POSTINGS: Parking entrance signage provided by Abbott Farms

2. TRAFFIC CONTROL

- HOURS: m to 10am
- LOCATIONS (Attach map if necessary): Intersections of Gloria/Camerondale, Gloria/Meanor driveway, Camerondale/Hicks and Abbott access road/Hicks
- CLOSINGS: none
- CONTROLS: cones and signage, volunteers, Onondaga County Sherriff Dept.
- PATROL: 15-30 minutes before event start to ensure signage, cones and volunteers in place
- COMMUNICATION: text/call
- SIGNS & POSTINGS: directional signage at each intersection



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Security Plan:

EVENT NAME:	Life Worth Living 5K and Walk							
EVENT DATES & TIMES:	August 12, 2023							
PROJECTED ATTENDANCE:	Spectators:	350	Participants:	50	Officials:	0	Volunteers:	20
MAXIMUM TICKETS:	250-5k	ADMISSION FEE:	\$30	PARKING FEE:	\$0			
ON-SITE CONTACT:	Rob Helfrich				CELL#:	315-857-7269		
PARKS & REC. CONTACT:					CELL#:			

1. SECURITY

- HOURS: 8am - 11am
- AGENCY: volunteers
- ROLE: Course safety and direction
- POSTS: throughout course on Abbott property, Gloria/Camerondale neighborhood
- CONTROLS: Abbott Farms
- SAFETY MEASURES: flags, vests, directional signage
- COMMUNICATION: text/call
- TRANSPORTATION: n/a
- OTHER: _____

2. LAW ENFORCEMENT

- HOURS: 8:30am - 10:30am
- AGENCY: Onondaga County Sherriff's Department
- ROLE: traffic control
- POSTS (Attach map if necessary): Camerondale/Hicks and Hicks/Abbott's Entrance
- CONTROLS: cones along Hicks Rd, Deputy & vehicle at each end course on Hicks (1/3 mi)
- COMMUNICATION: text/call

CERTIFICATE OF INSURANCE

PRINT DATE: 4/24/2023

CERTIFICATE NUMBER: 20230424964574

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Zach Helfrich Memorial Fund, Inc.
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Life Worth Living 5k (8/12/2023 - 8/12/2023)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town of Lysander
8220 Loop Rd
Baldwinsville NY 13027

NOTICE OF CANCELLATION:

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:



