

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT  
FACILITIES RENTAL APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY  
ASSOCIATION/CLUB  
COMPANY/BUSINESS

ORGANIZATION NAME: \_\_\_\_\_

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

**FACILITY & EVENT INFORMATION**

FACILITY REQUESTED: \_\_\_\_\_ # OF PARTICIPANTS: \_\_\_\_\_

EVENT: \_\_\_\_\_ DATE REQUESTED: \_\_\_\_\_

SET UP TIME: \_\_\_\_\_ STARTING TIME: \_\_\_\_\_ ENDTIME: \_\_\_\_\_ RAIN DATE: \_\_\_\_\_

*(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)*

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES \_\_\_\_\_ NO \_\_\_\_\_

ARE YOU SERVING FOOD: YES \_\_\_\_\_ NO \_\_\_\_\_

**ARE YOU REQUESTING A TENT? YES \_\_\_\_\_ NO \_\_\_\_\_** \*ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. **BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY**

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

**PLEASE NOTE:** NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE'S ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

**WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach?** YES \_\_\_\_\_ NO \_\_\_\_\_

**WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach** YES \_\_\_\_\_ NO \_\_\_\_\_

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

**IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP?** YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, name of person(s) \_\_\_\_\_. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

**ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION**

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ **OFFICE USE ONLY**

RECREATION & PARK COMMITTEE APPROVAL: YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

COMMON COUNCIL APPROVAL: YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

DIRECTOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature required)

## This Contract is further subject to the following covenants and agreements:

1. Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
2. At no time may anything be placed on top of the stoves located in the Fodor Barn; the stove top to be used for cooking purposes only.
3. **Dogs are strictly prohibited at all beaches, school grounds and parks** except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. **Violation of this rule will result in issuance of a \$ 100 fine.**
4. The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property.
5. The Renter may bring the following in or onto the Premises:
  - \*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall
  - \*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event
  - \*No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks

**\*Open fires are strictly prohibited from all of our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Charcoal and propane grills are allowed but may not exceed 60" in length.**

**\*\*Recreation & Parks strictly prohibits the use Drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals.**
6. **HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.**
7. Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon.
8. **ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION.**
9. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application.

**FEES: Facility Rental:** \_\_\_\_\_ **Custodial:** \_\_\_\_\_

The total fee for your use of the Premises is \$ \_\_\_\_\_ based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 **non-refundable** deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express). Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due **45 days prior** to the event date.

**APPLICANT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Signature Required)

**APPLICANT'S NAME:** \_\_\_\_\_

(Please Print)

**WITNESS SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Signature Required)

**WITNESS NAME:** \_\_\_\_\_

(Please Print)

MAIL TO:  
NORWALK RECREATION AND PARKS DEPARTMENT  
NORWALK CITY HALL  
125 EAST AVENUE  
NORWALK, CT 06851  
PHONE: 203-854-7806 FAX: 203-854-7869 Please see reverse

## CONTRACT FOR RENTAL PROPERTIES IN THE CITY OF NORWALK

THIS APPLICATION /CONTRACT MUST BE COMPLETED FOR EACH EVENT AND RETURNED TO RECREATION & PARKS DEPARTMENT WITH PAYMENT OF APPLICABLE DEPOSIT FEES IN ORDER TO CONFIRM THE DATE. THE SECURITY DEPOSIT MUST BE PAID PRIOR TO THE EVENT. FAILURE TO ABIDE MAY JEOPARDIZE RENTAL.

### I. APPLICATION

NAME OF  
GROUP/ORGANIZATION \_\_\_\_\_  
(To be referred to as "the RENTER").

ADDRESS, PHONE NUMBER OF CONTACT PERSON FOR GROUP:

\_\_\_\_\_

\_\_\_\_\_

EVENT DESCRIPTION, DATE(S), LOCATION AND TIME(S)

Date: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

SET UP TIME: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM CLEAN UP TIME \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Use of (please check one):

- Bunkhouse
- Bunkhouse Pavilion 2
- Calf Pasture Pavilion 1
- Calf Pasture Pavilion 2
- Cranbury Park
- Cranbury Park - Gallaher Mansion **(Weddings: nothing may be thrown i.e. rice, confetti during or after the event)**  
Cranbury Park Pavilion 1
- Fodor Farm Barn
- Fodor Farm Pavilion
- Fodor Farm Main House
- Mathews Park
- Oyster Shell Park
- Shady Beach
- Showmobile
- Veterans Park
- Other \_\_\_\_\_

The areas for which access is being granted are referred to as the "SITE." The SITE shall consist of the parking lot area adjacent to

\_\_\_\_\_

**Live flames of any kind, including candles, sparklers, etc., are strictly prohibited in or around the Mansion for any event, including Weddings**

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Gallaher's Mansion at Cranbury Park	\$ 1,000
Bunkhouse	\$ 1000
Fodor Farm Barn	\$ 1000

(Fees are subject to change on an annual basis)

SECURITY DEPOSIT \_\_\_\_\_

Separate arrangements for a police / security officer **MUST** be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events ***including weddings***. *(All expenses related to such officer must be paid to Norwalk Police Department following event –Telephone # 203-854-3023)*

**RENTAL AGREEMENT  
TERMS AND REQUIREMENTS**

1. In consideration of RENTER agreeing to pay the user fee of \_\_\_\_\_, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize \_\_\_\_\_ (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.
2. The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.
3. The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

**FEES:**

Bunkhouse**	\$225/Hour 3 Hour Minimum \$ 1000 Deposit
Bunkhouse Pavilion II	\$350/Day
Calf Pasture Pavilion 1	\$450 - 5 Hours \$675 - 9 Hours
Calf Pasture Pavilion 2	\$450 - 5 Hours \$675 - 9 Hours
Calf Pasture Beach***	\$500 and up
Cranbury Park***	\$500 and up
Cranbury Park - Gallaher Mansion*	\$1900- 5 Hours \$2500 - 5 Hours w/Teahouse \$3500 9 Hours \$1000 Security Deposit
Cranbury Park Pavilion I	\$300/Day (rate varies according to number of people)
Fodor Farm Barn**	\$225/Hour 3 Hour Minimum \$ 1000 Security Deposit
Fodor Farm Pavilion	\$300/Day
Mathews Park***	\$500 and up
Oyster Shell Park***	\$500 and up
Shady Beach***	\$500 and up
Showmobile	\$600 (\$400 Rental \$200 Set Up/Take Down)
	\$400 Norwalk Non-Profit (\$200 Rental \$200 Set Up/Take Down)
Taylor Farm***	\$500 and up

Other \_\_\_\_\_

- \* 10% Discount for Norwalk Residents
- \*\* 10% Discount for Norwalk non-profit
- \*\*\* 20% Discount for Norwalk (Park Usage Only)

PLEASE NOTE: To receive the non-profit rate, groups MUST provide copy of their **CURRENT 501 c3** status

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT.
5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT.

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- a. Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- b. Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees) or
- c. The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE.

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of both the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees, patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use.

The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of One Thousand Dollars (\$1,000.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition.

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, *including weddings*, separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854-3023.

The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use.

The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in *writing* (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use.

The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.



11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable.

RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee.

The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

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**INITIAL HERE** \_\_\_\_\_

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. **Insurance Coverage:** The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. **If Alcoholic Beverages are being Served or Sold:**

If alcoholic beverages will be SOLD at the EVENT then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City Clerk no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability insurance with minimum coverage of One Million Dollars and such policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the Insurance Rider attached
- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

*The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.*

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation.

16. **Miscellaneous:** No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

*I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.*

*If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.*

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein.

RENTER

By: \_\_\_\_\_

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

DATE: \_\_\_\_\_

CITY RECREATION AND PARKS DEPARTMENT

OFFICE: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHEDULE "B"

**INSURANCE RIDER**

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

**ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION**

Minimum Scope and Limits of Insurance:

**Commercial General Liability:** Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

**Liquor Liability:** Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage.

**Host Liquor Liability** should be purchased with a minimum of one million dollars coverage for organizations not in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

**License/ Permit:** If alcoholic beverages are being sold, then a Liquor license should be purchased.

**Umbrella/Excess Liability:** With respect to all operations the RENTER performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

**"Tail" Coverage:** If any of the required liability insurance is on "claims made basis, tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. RENTER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, RENTER shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

**Waiver of Governmental Immunity:** Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.