

**CITY OF NORWALK
RECREATION AND PARKS DEPARTMENT
125 EAST AVENUE, NORWALK, CT 06851
PERMIT APPLICATION FOR USE OF
CITY LAUNCH RAMPS AND VISITOR'S DOCKS
AT VETERAN'S PARK**

Applicant _____ **Date** _____

By _____ **Its** _____

Address _____

Permit Dates: _____

Number of Passenger: _____

Briefly describe the purpose/activity for which the permit is sought: _____

The Applicant (the term "Applicant" is defined to include the Applicant, and his/her/its agents, employees, guests and/or invitees) hereby agrees to the following terms and conditions:

1. At the time of the reservation, the Applicant shall make payment in full to the City of Norwalk for the permit fees. *(Please note that fees are paid per foot (\$3.00 per foot) times the registered length of the vessel rounded up to the next full foot)* No fees will be refunded unless twenty-four hour advance notice of cancellation is provided. Upon initial application, the applicant must provide a copy of the Coast Guard Registration for the vessel so that the registered length of the vessel can be ascertained.
2. All commercial vendors (including cruise operators) must fill out a facility usage form in addition to this permit application.
3. If the vessel is seeking to carry less than 100 passengers, the Director of Recreation and Parks can issue the permit, provided no permit may be issued less than 14 days prior to the cruise and or use of the visitor's docks. At the discretion of the Director of Recreation and Parks, a permit application may be forwarded to the Recreation and Parks Committee for further review as set forth in paragraph (4) below.
4. If the permit sought is for over 100 passengers, issuance of the permit is subject to the approval of the Recreation and Parks Committee. In this instance, the Application for the facility permit must be submitted to the Recreation and Parks Department and forwarded to the Recreation and Parks Committee which meets the 2nd Wednesday of each month. An application for a permit seeking to carry 100 or more passengers must be approved no later than 30 days prior to an event.
5. All events must be completed before 2400 hours (12:00 midnight). Special exceptions to this rule can be made to provide for reasonable use after midnight. The waiver of this requirement is subject to the approval of the Recreation and Parks Department and the requirements of paragraph (4) above.
6. If either the Director of Recreation and Parks or the Recreation and Parks Committee finds that additional staff is required for an event (for example, a late events when staff is not scheduled) the Applicant may be required to pre-pay for the additional hours of coverage.

The cost for this service will be \$20.00 per hour for each staff member required and an additional \$25.00 per hour for a supervisor to be present on the grounds.

7. For permits sought for over (100) passengers the Director of Parks and Recreation will refer the matter to the Norwalk Police Department for a determination of whether officers should be hired for security purposes. In the event that a determination is made that officers are required, the fee for their services must also be pre-paid by the Applicant.
8. The Applicant acknowledges that the Veteran's Park is a public recreation area open to the public on a non-exclusive basis. As such, the Applicant agrees that the City of Norwalk cannot ensure the safety or well being of any person or property on or using the property at any time and will not be liable for any injuries, losses or damages occurring in connection with the Applicant's use of the Park or its facilities at any time. The Applicant therefore agrees to assume sole responsibility for its safety and that of its agents, guests, and invitees; and hereby releases the City from any claims it may have at any time arising out of its use of the Park ; and shall indemnify and hold harmless the City, its agents, officers and employees from and against any and all claims, losses, damages and expenses, including third party claims, that may arise out of or result from its use of the use of the Veteran's Park and/or the City Launch Ramps and Visitor's Docks (all of which are hereinafter collectively referred to as the "Park)., and any all claims which may arise out of or result from the actions of any of the Applicant, it's agents, employees, guests or invitees. The provisions of this paragraph shall not be limited; shall survive the termination of the Applicant's permit; and shall be separate and independent of any requirement or term hereof.
9. The Applicant acknowledges receipt of, and agrees to comply with all the City's rules and regulations applicable to the Park and Launch Ramp and Visitor Docks. The Applicant further agrees to comply with the City's noise ordinance and any and all State, Federal or local laws which may appertain. Violation of any State, Federal or local law constitutes a violation of the terms of the permit.
10. The Visitor's Docks are not available for docking during times of sustained winds of, or in excess of 20 miles per hour, and will not be available for docking until such time as said winds subside. The Applicant agrees that it will not dock during such times of sustained wind and that violation of this restriction constitutes a violation of the terms of the permit.
11. No more than forty (40) people are allowed on any portion of the visitor's docks at any time. The Applicant agrees that it will enforce this usage requirement and agrees that failure to enforce this usage requirement constitutes a violation of the terms of the permit.
12. Offloading of trash to City property is prohibited. The Applicant agrees that it will abide by this restriction and that failure to abide by this restriction constitutes a violation of the terms of the permit.
13. Refueling from the docks is prohibited. The Applicant agrees that it will abide by this restriction and that failure to abide by this restriction constitutes a violation of the terms of the permit.
14. The City will not supply electricity to the Applicant and use of City shore power is prohibited. The Applicant agrees that it will abide by this restriction and that failure to abide by this restriction constitutes a violation of the terms of the permit.
15. No septic trucks are allowed to offload waste at the site. The Applicant agrees that it will abide by this restriction and that failure to abide by this restriction constitutes a violation of the terms of the permit.
16. Commercial users shall not use City property for solicitation or sales. No ticket sales are permitted in Veteran's Park. The Applicant agrees that it will abide by these restrictions and that failure to abide by these restrictions constitutes a violation of the terms of the permit.

17. Commercial use of the pump station is prohibited. The Applicant agrees that it will abide by this restriction and that failure to abide by this restriction constitutes a violation of the terms of the permit.
18. The Applicant will have a two (2) hour window for embarkation and a two (2) hour window maximum for debarkation. The two (2) hour window is calculated as follows: the time for embarkation and debarkation begins at the times listed in the reservation and the window closes two (2) hours after the start time listed in the reservation. A late start does not change or extend the two (2) hour window. The Applicant agrees that it will abide by these time limitations and that failure to complete embarkation or debarkation within the two (2) hour time frames as set forth above constitutes a violation of the terms of the permit.
19. The Applicant agrees that (a) a first time violation of any of the terms of the permit shall subject the Applicant to a fine of double the per foot fee assessed for the permit; (b) a second violation of any of the terms of the permit shall subject the Applicant to a thirty (30) day suspension of use of the visitor's docks and a revocation of any permits which have been issued or that thirty (30) day time period; and (c) a third violation of any of the terms of the permit shall subject the Applicant to a permanent suspension from use of the visitor's docks and a revocation of any previously issued permits. The Applicant further agrees that a violation of the terms of the permit or of any State, Federal or local law may result in the immediate revocation of the permit and any previously issued permits. This revocation is at the sole discretion of the Director of Parks and Recreation.
20. If an emergency situation arises which renders the Applicant unable to comply with the terms of the permit, the Applicant shall contact the Dock Master and/or the Director of Parks and Recreation for guidance. The Applicant agrees that failure to comply with the instructions of the Dock Master and/or the Director of Parks and Recreation shall constitute a breach of this agreement and subject the Applicant to the penalties set forth in paragraph (19) above.
21. The Applicant (including its guests and invitees) shall comply with all applicable laws, ordinances, codes, statutes, rules, regulations, orders, decisions, and directives applicable to the Park and use thereof by permittees (collectively "Applicable Laws"). Among other Applicable Laws. Applicant shall be responsible for its actions and omissions as well as the actions and omissions of its guests, invitees, agents and anyone entering upon or using the Park at its direction., Permitted Parties shall comply with all applicable safety-related work requirements under the Occupational Safety and Health Act of 1980, as amended ("OSHA"), and all other Applicable Laws related to health and safety. The Applicant shall ensure that any of its sub applicants performing the permitted Purpose on the Property: (a) initiate and maintain reasonable safety precautions and programs designed to promote health and safety and prevent injury to persons or damage to property on, about or adjacent to the Property; and (b) implement and maintain a health and safety plan in accordance with OSHA, to the extent of OSHA's applicability to the work in question. The Applicant agrees for itself, its guests, invitees, and agents that neither will not place, use, release, store or cause to be placed or used or stored any fuel, explosive or flammable materials or other Hazardous Materials on the Property. Nor shall Applicant allow anyone else to do the same while acting under its direction or control. The term "Hazardous Materials" shall mean all chemicals, materials, substances and items in any form that because of their physical, chemical or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any Applicable Law.

22. INSURANCE REQUIREMENTS:

- (a) Note: The term "**Applicant**" shall also include their respective agents, representatives, and employees of the Applicant ; and the term "**City of Norwalk**" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.
- (b) 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 exclude the City from additional limits and coverage provided under the Applicant's policies.
- (c) Minimum Scope and Limits of Insurance
- i. **Worker's Compensation Insurance:** With respect to all operations the **Applicant** performs it shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Applicant shall carry Employers Liability limits of \$100,000 each accident; \$100,000 each employee by disease; and \$500,000 policy limit by disease. The policy will be endorsed to include U.S. Longshoremen & Harbor Workers' Act coverage and Jones Act coverage.
 - ii. **Marine Liability:** With respect to all marine related operations, it shall carry marine liability protection and indemnity insurance for a total limit of One Million Dollars (\$1,000,000) per occurrence and two million Dollars (\$2,000,000) General Aggregate. This will include all bodily injury and property damage arising out of marine exposures and all liability obligations regarding the operations of vessels and the use of the City's docks and surrounding land. This shall also include environmental protection to the surrounding areas. The Marine Liability insurance could be extended to include the general liability hazards of premises/operation, products liability, work in progress, and contractual liability.

If the Marine Liability policy is written on a monoline basis, the **Applicant** shall be required to obtain:
 - iii. **Commercial General Liability:** With respect to all operations the Applicant performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) 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 contract. Each annual aggregate shall not be less than Two Million Dollars (\$2,000,000).
 - iv. **Automobile Liability:** With respect to any owned, non-owned, or hired vehicles the Applicant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - v. **Errors and Omissions/Professional Liability:** If required, with respect to any damage caused by an error, omission or any negligent acts of the Applicant performed under this

contract the Applicant shall carry One Million Dollars (\$1,000,000) per claim for any wrongful act. This shall include, but not limited to design.

- vi. **"Tail"** coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage (or extended reporting period) will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Applicant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract 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 Contract. If continuous "claims made" coverage is used, Applicant shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.
 - vii. **Acceptability of Insurers:** The Applicant's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- VII or otherwise acceptable by the City's Risk Manager.
 - viii. **Aggregate Limits:** Any aggregate limits must be declared to and approved by the City. It is agreed that the Applicant shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Applicant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Applicant shall pay the premium.
 - ix. **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 Applicant to pay and/or to indemnify.
- (d) **Notice of Cancellation or Non-renewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (e) **Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Applicant and his 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.
 - (f) **Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the Applicant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - (g) **Certificate of Insurance:** As evidence of the insurance coverage required by this Contract, the Applicant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Applicant's commencement of work under this Contract. 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 (30) thirty-days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time. 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 Norwalk, Connecticut 06851-5125.

- (h) Waiver of requirements: The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

All insurance policies obtained by Applicant hereunder shall be written as primary policies (primary over any insurance carried by City of Norwalk and City of Norwalk Parties), not contributing with, and not in excess of coverage which City of Norwalk or City of Norwalk Parties may carry, if any. In the event of any claim, Applicant or Permitted Parties shall look solely to such insurance and/or any other insurance carried by Applicant and/or the Permitted Parties. Applicant and the Permitted Parties hereby waive any right that Applicant, Permitted Parties, or any party claiming under Applicant, by subrogation or otherwise, may have against City of Norwalk and/or City of Norwalk's Parties to recover for any insurable matter. To the extent permitted, under applicable law, Applicant and any of the Permitted Parties shall obtain, for each policy of insurance required to be obtained and maintained hereunder, an endorsement waiving the insurer's rights against City of Norwalk and/or City of Norwalk Parties for any such claim. The failure by Applicant or Permitted Parties to provide City of Norwalk with Certificates of Insurance, or City of Norwalk to insist upon Certificates of Insurance, shall not be deemed a waiver of any rights of City of Norwalk under this Agreement

By signing this permit application, the undersigned hereby acknowledges, agrees to and accepts all the terms, conditions, and requirements outlined above. The Applicant further acknowledges and accepts that failure to abide by the terms of this Application, or failure to abide by any State, Federal or local law, rule or regulation may result in consequences, including but not limited to: rejection of the application, termination of any permits issued or ejection from the City Marina. Any permits issued by the City pursuant to this Application are revocable at the sole discretion of the City.

Print name of Applicant

Signature:

Date

Witness

Date

Subject to the following terms and requirements, the Applicant is hereby given permission to use the City of Norwalk's launch ramp and visitor's dock situated at Veteran's Park for the following dates in the 2014 boating season:_____.

By:_____

Date:_____