



**APPLICATION FOR PLACEMENT OF HOLIDAY DISPLAY ON TOWN PROPERTY**

<b>Name of Organization:</b>			
<b>Address:</b>	<b>State/Zip:</b>		
<b>Contact Information</b>	<b>Name:</b> _____		
<b>Address:</b>	<b>State/Zip:</b> _____		
<b>Email Address:</b>			
<b>Telephone #:</b>			
<b>Alternate Contact Information</b>	<b>Name:</b> _____		
<b>Address:</b>	<b>State/Zip:</b> _____		
<b>Email Address:</b>			
<b>Telephone #:</b>			
<b>Description of Display (include size):</b>			
<b>Date(s) of Display:</b>	Will Electricity be Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Specify area requested for display:</b>			
<b>Opening Ceremony:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If Yes: Date:</b>	<b>Time:</b>	
<b>Number of Anticipated Attendees (if applicable):</b>			
<b>Requesting: Road Closures</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>List Road(s):</b> _____ _____	<b>Will Police be Necessary?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

A signed indemnification agreement and certificate of insurance listing the Town of Bedford as an additional insured must be submitted with this application. I have read the Town of Bedford Policy regarding use of Town property for Holiday Displays and agree to all terms as outlined.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For office use only:**

Date Received by Town Clerk: \_\_\_\_\_ Referred to Town Board: \_\_\_\_\_ Referred to Attorney: \_\_\_\_\_

Hold Harmless Received: \_\_\_\_\_ Insurance Received (indicate expiration date): \_\_\_\_\_

Action Taken: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Stipulations: \_\_\_\_\_

**RESOLUTION**  
**REGARDING USE OF TOWN PROPERTY**  
**FOR HOLIDAY DISPLAYS**

**WHEREAS**, the Town of Bedford (the “Town”) has long sponsored or permitted holiday displays on the Town Hall Grounds (as defined herein) as well as on Town owned property (as defined herein) in the hamlets of Katonah, Bedford Hills and Bedford Village in or about the month of December each year, for the purposes of encouraging peace and goodwill among the residents of the Town and to support and encourage commerce in the Town; and

**WHEREAS**, the use of the Town Hall Grounds and Town owned property for holiday displays has not been reduced to writing as official policies of the Town; and

**WHEREAS**, the Town Board hereby declares it to be in the best interest of the Town and all its residents to adopt a written policy to provide potential users of the Town owned property for holiday displays a clear understanding of the standards and guidelines for such use:

**NOW, THEREFORE**, the Town Board hereby adopts the following policy, effective upon passage:

1. The term “Town Hall Grounds” as used herein is hereby defined as the Town Hall, buildings and the lawns and paved areas, including parking lots, surrounding the Town Hall located at 321 Bedford Road, 307 Bedford Road and 425 Cherry Street, Bedford Hills, New York.
2. The term “Town owned property” as used herein is hereby defined as follows:
  - i) In the Hamlet of Katonah, the Katonah Greens located at Bedford Road, Bedford, New York;
  - ii) In the Hamlet of Bedford Hills, the lawn area within the circle located across from the east entrance of the Bedford Hills Train Station at Depot Plaza;
  - iii) In the Hamlet of Bedford Village, the Bedford Village Green located at Route 22 and Route 172.
3. The term “Permitted Holiday Display” as used herein is hereby defined as a secular holiday display on public property held to be constitutional under court decisions.
4. The term “Court Decisions” as used herein is hereby defined as decisions of the United States Supreme Court and the United States Courts within the Second Circuit regarding the constitutionality of holiday displays on public property.

5. The term “Religious Holiday Display” as used herein is hereby defined as a display of religious symbols and any other holiday display on public property held to be unconstitutional under Court Decisions.

6. The term “Holiday Displays” as used herein is hereby defined as Permitted Holiday Displays and Religious Holiday Displays, collectively.

7. No Holiday Displays shall be permitted on Town Hall Grounds.

8. Permitted Holiday Displays may be located on Town owned property upon written approval of the Town Board and subject to Federal Law, State Law, Town Code and the limitations of this and any other policy duly adopted by the Town Board.

9. The Town will not sponsor or expend monies for any Holiday Display. Private individuals and/or groups may offer to donate to the Town through the Town Board, items for Permitted Holiday Displays, but it shall be the sole and exclusive decision of the Town Board as to whether such item constitutes a Permitted Holiday Display conforming to Court Decisions and applicable law, policy and ordinance.

10. Nothing herein shall be deemed to offer the Town Hall Grounds to anyone as a public forum for the purposes of displaying any exhibits, symbols, sculpture, signs, or artwork.

11. The conduct of official public business by the Town and its agencies, shall take precedence over any other requested use of the Town owned property.

12. Liability and Indemnification.

Organizations and persons temporarily using Town owned property for Permitted Holiday Displays shall be responsible for returning the areas used in conducting their events to their condition prior to the event and shall be responsible for the cost and repair for any vandalism, damage, breakage, loss, or other destruction caused by their activities. The cost of any repair will include the costs for the services of specialists in relevant historical restoration skills as determined by the Town.

Organizations and persons temporarily using the Town owned property for Permitted Holiday Displays must provide appropriate insurance coverage and must sign an agreement to be prepared by the Town Clerk and approved by the attorney for the Town:

(i) Acknowledging that they have read, understood, and are willing to abide by this policy;

(ii) Acknowledge their responsibility for property damage caused by their activities during an event; and

(iii) Release the Town, its officers, agents, and employees against any and all damages, claims, or other liabilities due to personal injury or death, or damage to or loss of property to others, arising out of the

temporary use of the Town owned property, except to the extent of the sole negligence of the Town.

13. Procedures for Reserving Temporary Use of Town owned property for Permitted Holiday Displays.

A. Requests for reserving temporary use of Town owned property for a Permitted Holiday Display must be made in writing to the Town. Each request must contain the following information (incomplete requests will not be considered):

1. name/address/telephone number/e-mail address(es) of contact person(s)
2. name/address/telephone number/e-mail address(es) of backup contact person(s)
3. name and address of organization
4. general description of planned event
5. date(s)/time and duration of planned event
6. area requested for use
7. number of anticipated attendees (if applicable)
8. signature/printed name of individual submitting request as authorized representative of such organization

The Town Clerk will prepare a permit application form for such requests. Completed permit applications, indemnification agreements and proof of insurance are to be submitted to the Town Clerk who will refer such applications to the Town Board for review and action.

Where more than one application is submitted requesting temporary use of the same space at the same time, the Town Board in its discretion may designate separate areas within such space, if space and participant estimates reasonably will allow such designation. Where space is insufficient, the Town Board in its discretion may limit the number of participants so as to accommodate the multiple requests for such space. Where such concurrent accommodations cannot be made, priority shall be given to organizations within the Town which have completed prior holiday events at such location. Priority otherwise shall be on a first-come, first-served basis, taking into consideration ongoing governmental activities, and other previously scheduled events.

14. The Town reserves the right to suspend or modify these policies and adopt temporary emergency policies for specific periods, if necessary for public safety, to accommodate increase or decrease in demand or access or to protect public property and its occupants during periods of heightened security or special circumstance.



## TOWN OF BEDFORD

### MINIMUM INSURANCE REQUIRED

#### Insurance Exhibit

The Applicant shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
  - c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.
  - d) Applicant shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
- 2) Property Insurance  
The Applicant shall cover materials being installed onsite, in transit, and/or at any other location.
- 3) Certificates shall provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR USE OF TOWN  
PROPERTY FOR HOLIDAY DISPLAYS**

I, \_\_\_\_\_ representing \_\_\_\_\_  
agree to hold harmless, indemnify and defend the Town from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including but not limited to personal injury and property damage or theft, arising from my participation in the installation, cultivation or display on Town of Bedford property. In addition, I understand that I shall be responsible for returning the areas used in conducting their events to their condition prior to the event and shall be responsible for the cost and repair for any vandalism, damage, breakage, loss, or other destruction caused by their activities. The cost of any repair will include the costs for the services of specialists in relevant historical restoration skills as determined by the Town.

I represent that I am authorized to enter into this agreement on behalf of \_\_\_\_\_  
\_\_\_\_\_.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_  
Bedford, New York