Scenic Hudson, Inc.

85 Civic Center Plaza, Suite 300 Poughkeepsie, NY 12601 Tel: 845 473 4440 Fax: 845 473 2648 info@scenichudson.org



SPECIAL EVENT PERMIT AGREEMENT

I hereby acknowledge and agree to follow the following:

- 1. The park or property will remain open to the public during special event events and activities.
- 2. Park only in the designated parking area or as instructed by Scenic Hudson.
- 3. Parks close at dusk. Please be off premises by that time or a time determined by Scenic Hudson.
- 4. Stay within the posted property boundaries.
- 5. Keep pets leashed at all times. Clean up after them.
- 6. Stay on designated trails.
- 7. Do not remove or destroy plants, wildlife, historic artifacts or structures.
- 8. Carry out what you carried in.
- 9. The use of all-terrain vehicles (ATVs), mountain bikes*, horses, firearms is prohibited.
- 10. Swimming, hunting**, camping, building of fires, dumping, and metal detecting are prohibited within the park.
- 11. All alcoholic beverages are prohibited.
- 12. Sound systems without headphones, open flames (including candles), barbecues, electrical lighting, torches and lanterns are prohibited. Releasing balloons or any other such material is also prohibited.
- 13. There is no toilet facility. The applicant may arrange and pay for a portable toilet (number of units and their locations on site to be determined with Scenic Hudson). The unit(s) must be removed within 24 hours of the special event.
- 14. Scenic Hudson incurs expenses by allowing special events to be held at our parks. As a nonprofit, we request special event applicants to make a donation to help defray these costs. The amount of the donation that we will suggest will depend upon the following: The amount of staff resources needed to administer the application, the amount of staff resources needed to assist with event logistics and site visits, the degree of impact to the resource, the size and scope of the event, and other factors. Scenic Hudson will inform the applicant of the amount of the suggested contribution after reviewing the application and speaking with the applicant.
- 15. All special event permit applicants must submit a certificate of insurance for \$2 million General Liability naming Scenic Hudson, Inc. and The Scenic Hudson Land Trust, Inc. as additional insureds, with respect to all liabilities, injuries, deaths, and damages of any kind whatsoever occurring in connection with the special event event. A certificate of insurance is a letter written by an insurance company assuming coverage for damages. The insurance binder must include workers compensation as specified in New York State. Special event permission will not be granted until we receive a copy of this certificate, notwithstanding other considerations.
- 16. Scenic Hudson would like to receive credit in any advertisements, commercial endeavors and other promotional materials that are created. We also require that any such materials be

provided to us for review and approval prior to distribution. Please use the following for credit line language:

- a. Use of [name of park or space] for this event has been provided by Scenic Hudson (scenichudson.org). The leading environmental organization focused on the Hudson River Valley, it is dedicated to creating environmentally healthy communities, championing smart economic growth, protecting working farms, opening up riverfronts to the public and preserving the valley's beauty and natural resources. Since its founding in 1963, Scenic Hudson has permanently protected 25,000 acres of irreplaceable landscapes and created or enhanced more than 40 parks.
- 17. Scenic Hudson staff will inspect the site before and after the special event to insure no damage has occurred. The applicant will assume full responsibility for any and all damages incurred by the special event individual or group.
- 18. I and anyone else associated with the special event indemnify, save and hold harmless, Scenic Hudson, Inc. and The Scenic Hudson Land Trust, Inc, and their agents and employees from any claims, demands, actions or causes of action whatsoever arising out of, or by reason of, the execution or performance of the services so provided and to defend at his/her own cost any action or proceeding commenced for the purpose of asserting any claim or whatever character arising out of this agreement.
- **19.** Scenic Hudson reserves the right to add restrictions, close any park, or cancel any scheduled event for any reason.
- 20. Commercial transactions **within the park** are strictly prohibited (e.g., exchanging money, renting or selling goods, etc.). While equipment demonstrations are allowed, no commercial transactions may occur at Foundry Dock Park.

Signature: _____

Date: _____

Print Name: _____

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Scenic Hudson works to protect and restore the Hudson River and its majestic landscape as an irreplaceable national treasure and a vital resource for residents and visitors. A crusader for the valley since 1963, we are credited with saving fabled Storm King Mountain from a destructive industrial project and launching the modern grass-roots environmental movement. Today with more than 20,000 ardent supporters, we are the largest environmental group focused on the Hudson River Valley. Our team of experts combines land acquisition, support for agriculture, citizen-based advocacy and sophisticated planning tools to create environmentally healthy communities, champion smart economic growth, open up riverfronts to the public and preserve the valley's inspiring beauty and natural resources. www.scenichudson.org.