



**Milford Recreation
City Facilities Use Permit
Application and
Permitting Process**



Milford Recreation Department
 Parsons Government Complex
 70 West River Street
 Milford, CT 06460
 phone: 203-783-3280

Facilities Use Permitting Process

An “Application for the Use of City Facilities” with all required departmental signoffs and insurance shall be submitted to the Recreation Department at least thirty (30) days in advance of the event.

No event is guaranteed until all requirements are met, and approval is issued.

- 1) Contact the Recreation Department (203-783-3280) to determine if the date(s) are available.
- 2) Obtain and complete the “Application for City Facilities Use Form” from the Milford Recreation website: www.milfordrecreation.com > General Info > Policies/Forms.
- 3) Contact the Public Works Department (203-783-3265) to request electricity, garbage cans, safety fencing, tables/chairs (max. of 10 tables & max. of 30 chairs, if available at location).
- 4) Contact the Milford Health Department (203-783-3285) for license requirements and health/safety approvals.
- 5) Contact the Fire Marshal's Office (203-874-6321) if event includes auxiliary tents/structures, electricity/generators, or carnival type games, etc. (charcoal grills/open fires are PROHIBITED).
- 6) Contact the Milford Police Department (203-878-6551) for security, crowd control, traffic control (the applicant shall be responsible for providing police coverage). If your event is a road race/walk, see special instructions.
- 7) Sign and notarize attached Indemnity Agreement.
- 8) Contact an insurance agent to obtain a Certificate of Insurance & Endorsements (see attached Insurance Requirements and Examples to ensure insurance minimums are met).
- 9) Submit the completed application along with appropriate fees, event set-up diagram, Certificate of Insurance and Endorsements to the Recreation Department, no later than 30 days prior to the event, for final event approval. Submit a digital copy to Bill Garfield via email: bgarfield@milfordct.gov. Hard copies may be delivered to Milford Recreation Department at Parsons Government Complex: 70 West River Street, Milford, CT 06460.

Applications submitted less than 30 days prior to the event may be subject to a late fee.

Road Race/Walk Special Instructions:

Organizers of road races/walks shall submit the following information to the Traffic Division of the Milford Police Department. The Traffic Division may be reached at 203-878-5244 or Traffic@milfordct.gov and the required information may be emailed. Be sure to include the following in your correspondence:

1. Copy of the required insurance and executed indemnity agreement.
2. Letter to Chief of Police stating the following:
 - a. Name of Race/Walk
 - b. Date/Time/Location
 - c. Map of the route, including where volunteers will be posted, water and aid stations
 - d. Start/Finish time, including race day registration time
 - e. Estimated attendance for event
 - f. Number of officers requested/needed (minimum of 1 officer)

Organizers who plan to use the Silver Sands Boardwalk within the boundaries of Silver Sands State Park, must contact Mr. Joseph Maler of CT DEEP at 203-735-4311 or joseph.maler@ct.gov for state approvals.



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Application for Use of City Facilities

Applicant: _____

CONTACT #1: _____ **CONTACT #2:** _____

Address: _____ **Address:** _____

E-Mail: _____ **E-Mail:** _____

Phone: _____ **Phone:** _____

Purpose of Event: _____

Is this an overnight event? (If yes, please explain): _____

Dates Requested: _____ **Time(s):** _____

Facility Requested:

- ☐ City Green: Center Green
☐ City Green: Green's End
☐ Duck Pond: City Hall
☐ Duck Pond: North Street
☐ Eisenhower Park: North Street Lower Field
☐ Eisenhower Park: Tennis Courts
☐ Fowler Field Building
☐ Fowler Park: Basketball Courts
☐ Fowler Park: Rotary Pavilion
☐ Fowler Park: Tennis Courts
☐ Gulf Beach: Beach Area
☐ Margaret Egan Center
☐ McCann Natatorium
☐ Milford Lisman Landing
☐ Parsons Gov't Center: Gymnasium
☐ Parsons Gov't Center: Veterans Memorial Auditorium
☐ Trubee Doolittle Park
☐ Walnut Beach: Beach Area
☐ Walnut Beach: Casey Pavilion
☐ Walnut Beach: Devon Rotary Pavilion
☐ Other: _____

Estimated # of Attendees: _____

**If for security measures, the City of Milford its agents and/or representatives determines it is necessary for traffic and/or crowd control, the applicant shall be required to provide police coverage at applicants' sole cost and expense.

Will admission/exhibitor fee be charged? If yes, explain fee(s) to be charged: _____

**For use of Library program room, commercial transactions (selling), charging fees and soliciting (including asking attendees personal information or to sign attendance lists) are prohibited.

Will food or beverages be:

Sold Served Allowed None

Will there be food/beverage vendors?

Yes No

Will there be LP-Gas Cooking?

Yes No

Will alcohol be sold/served/allowed?

Sold Served Allowed None

If yes to any of the above, please explain: _____

****Food/beverage vendors are required to submit a complete temporary food permit application to the Milford Health Department 10-working days prior to the event.** All food/beverage vendors must meet the Milford Health Department regulations, which are available at the Milford Health Department. Serving and/or allowing alcohol requires Liquor Liability Insurance and an additional liquor permit per ordinances 15-3e and 15-4.

Events held at the Parsons Auditorium: NO hanging signs or posters on any walls. NO folding chairs are to be brought into the building.



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Will there be amplified sound? Yes No **Type:** Live Band Amplified Music DJ PA System

Amplified sound is allowed Sunday-Thursday from 9am to 8pm and Friday & Saturday from 8am to 10pm. The peace and quiet of the surrounding neighborhoods must not be disturbed by the amplified sound from this event. The police may respond to complaints and determine the reasonableness of the sound. If it is determined that the level of sound is unreasonable, the police have the right to terminate the permit.

Please describe set-up and clean-up plans (detailed diagram of set-up must be attached): _____

If you are making Auxiliary Requests for City Facilities, please mark below and explain request:

(Additional fees may apply and not all items available at all locations)

- ☐ Electricity
☐ Garbage Cans
☐ Restrooms
☐ Safety Fencing
☐ Tables/Chairs - Max. 10 tables and 30 Chairs (if available at location)
☐ Other: _____

Permit must be submitted thirty (30) days prior to the date of the event. All fees payable by cash, money order or bank check. Check shall be made payable to the City of Milford. Cleanup Bond to be paid by separate money order or bank check. Police and Fire to be paid directly to those departments. At least two (2) business days prior to the event the Applicant shall contact the Public Works Department at 203-783-3265 to confirm the availability of any special items that have been requested. The Applicant hereby acknowledges that it has read and will adhere to all applicable rules and regulations. Additional rules and regulations may apply. Please consult the appropriate City Department(s). Any violation(s) of the rules and regulations shall be cause to revoke this and/all other permits of the Applicant. The rules and regulations can be found on the Recreation Department's website, at www.milfordrecreation.com. The City reserves the right to deny an application for any reason, including but not limited to inadequate insurance coverage as determined by the City in its sole discretion. The aforesaid Applicant agrees to provide a Certificate of Insurance and Indemnification Agreement satisfactory to the City of Milford.

 (Signature of Applicant)

 (Title)

 (Organization)

 (Date)

 (Non-Profit 501c3 Number)

PLEASE CONTINUE TO NEXT PAGE FOR OBTAINING MANDATORY DEPARTMENTAL SIGN-OFFS.



Milford Recreation Department
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Application for Use of City Facilities Departmental Approvals

Applicant: _____

Applications must be approved by the below departments prior to final approval by the Recreation Director.

Fire Department Approval

 (Fire Department) (Date)

Comments, if any: _____

Police Department Approval

 (Police Department) (Date)

Comments, if any: _____

Public Works/Maintenance Approval

 (Public Works Director) (Date)

Comments, if any: _____

Health Department Approval

 (Health Department) (Date)

Comments, if any: _____

Recreation Department Final Approval

Prior to final sign off by the Recreation Director, please ensure the following documents are attached/emailed to bgarfield@milfordct.gov: Certificate of Insurance, Indemnification Agreement, and Event set-up diagram.

 (Recreation Director) (Date)

**** Additional approval for events
 held at Lisman Landing ONLY ****

 (Milford Landing Marina) (Date)





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Indemnity Agreement

Indemnitor: _____
 (name of applicant/organization/event holder):

Event: _____ **Event Date(s):** _____

In consideration for permission to hold the above-described event within the territorial limits of the City of Milford on the aforesaid date(s) the above-named INDEMNITOR does hereby indemnify and hold harmless the CITY OF MILFORD for any and all claims for damages or injury to persons or property to the extent of the INDEMNITOR'S insurance coverage as required by the City of Milford which may arise out of the INDEMNITOR'S use of the public places, which are accepted in an "as is" condition.

Indemnification shall include the duty to expend reasonable attorney's fees for the defense of any such claim. Except as to general premises liability, it is understood and agreed that indemnification does not extend to claims for injuries or damages which are caused by the negligence or other misconduct of City officials or employees on the day(s) of the above-described event, and does not extend to any location not under the control of the INDEMNITOR and does not extend to circumstances which are completely unrelated to the activities of the INDEMNITOR. The INDEMNITOR shall provide the City of Milford with a Certificate of Insurance in the amount and form acceptable to the City.

This Agreement shall supersede any and all indemnity or hold harmless agreements previously executed for the above-named INDEMNITOR to be held on the aforesaid date(s) and has been approved by the Milford City Attorney's Office as sufficient to constitute the sole indemnity agreement for the above-described event between the CITY OF MILFORD and the above-named INDEMNITOR.

Dated this _____ **day of** _____, **2023.**

In the presence of:

INDEMNITOR: _____
 (Name of Applicant / Organization / Event Holder)

By: _____
 (Printed Name of Person Signing)

Its _____, **duly authorized**
 (Title)

STATE OF CONNECTICUT)

)

ss.

COUNTY OF NEW HAVEN)

Personally appeared _____, 2023
 (Name of Applicant / Organization / Event Holder)

and sealer of the foregoing instrument, by _____ it's duly
 (Name of Person Signing)

authorized and who acknowledged same to be _____ free act and deed, before me.
 (His/Her)

My Commission Expires: _____ **Notary Public Signature:** _____



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Insurance Requirements for Use of Facilities

Insurance requirements for the use of City Facilities have changed effective January 1, 2016.

The City now requires limits in the amount of:

General Liability:	\$1,000,000.00 per occurrence
General Aggregate:	\$2,000,000.00
Excess:	\$2,000,000.00

Please provide your insurance agent with a copy of this notice prior to submitting your Certificate of Insurance to the City. Certificates of Insurance are required to be submitted to the City of Milford, together with your application for use of the facility, at least **thirty (30) days** prior to the date of use and must:

- 1) Identify the City of Milford as a certificate holder.
- 2) Name the City of Milford and Milford Board of Education, its Governing Board, Official, Agents and Employees as additional insureds.
- 3) **Include the language “on a primary, non-contributory basis” and “waiver of subrogation applies in favor of the City of Milford and Milford Board of Education and all other required parties”.**
Copies of the endorsements for the additional insured and primary non-contributory, waiver of subrogation language must be provided.
- 4) Events where alcoholic beverages will be served / sold must include Liquor Liability coverage with limits \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 5) Sports Leagues / Camps / Clinics must include Sexual Abuse and Molestation coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The City of Milford reserves the right in its sole discretion to require additional insurance.

Samples of insurance requirements can be found on the following pages.



/milfordrecreation



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Milford Recreation Facility Use Fees

- **Gulf Beach Parking**
- **Walnut Beach Parking**



Fees:

\$5.00 per hour - metered parking per day per car (Walnut Beach only)
\$40.00 per day - metered parking per day per car
\$250.00 Non-Resident Season Pass - available for purchase at the Milford Recreation Department

Free parking with current Milford Beach sticker. Milford Residents - contact Tax Collector's Office.

For all parking, the City reserves the right, in its sole discretion, to determine if parking is validated. All questions regarding traffic fines shall be directed to the Traffic Division of the Milford Police Department, 430 Boston Post Road, Milford, CT. The Traffic Division is open Monday through Friday 8:30am to 4:00pm.

Applications submitted less than thirty (30) days prior to the event may be subject to a late fee.

- **City Park, Pavilion, and Field Facilities**

*Eisenhower Park Lower Field
Fowler Rotary Pavilion
The Milford Green
Trubee Doolittle Park
Walnut Beach Casey Pavilion
Walnut Beach Rotary Pavilion*

Fees:

\$150.00 per use ☐

Additional Fees:

\$150.00 - Safety fencing (required if alcohol present at event) ☐

Custodial Services:

\$35.00 per hour (Monday through Saturday) ☐

\$50.00 per hour (Sunday) ☐

** Custodial Requirements: (<100 people) 1 custodian; (101-350 people) 2 custodians; (351-750 people) 3 custodians; (>750 people) 4 custodians

\$150.00 - Application late fee ☐

- **Parsons Veterans' Memorial Auditorium**

NO hanging signs or posters on any walls. NO folding chairs are to be brought into the building.

Company/Organization limited to one (1) event per calendar year.

Fees:

\$1,500.00 per use* (Monday through Thursday) ☐

\$2,500.00 per use* (Friday and Saturday) ☐

\$2,000.00 per use* (Sunday) ☐

\$500.00 Cleaning Fee ☐

\$300.00 Dressing Room Use ☐

\$50.00 per hour - Stagehand / Sound Manager (Monday through Saturday) ☐

\$75.00 per hour - Stagehand / Sound Manager (Sunday) ☐

\$50.00 per hour - Lighting (Monday through Saturday) ☐

\$75.00 per hour - Lighting (Sunday) ☐

(Cleaning fee subject to additional costs per the evaluation of the Public Works Department)

\$500.00 - Application late fee ☐

***\$1,000.00 non-refundable deposit required to reserve date. Deposit will be applied to Use Fee.**

For all events, the City reserves the right, in its sole discretion, to determine if staff is required. Additional fees may be charged for necessary city personnel at such staff member's contractual hourly rate.



/milfordrecreation



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Producer Information	CONTACT NAME: Broker Contact Name	
	PHONE (A/C, No, Ext): Broker Contact Phone	FAX (A/C, No):
	E-MAIL ADDRESS: Broker Contact Email	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company Name	
INSURED Applicant Name & Address	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:	X	X	Policy Number	Effective / Expiration Dates		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Milford, its governing board, officials, agents and employees and all other parties as are required by contract are named as additional insureds on a primary non-contributory basis on all policies. Waiver of subrogation applies in favor of the City of Milford and all other required parties.

Note:

- (1) Endorsements for Additional Insured, Primary/Non-Contributory and Waiver of Subrogation MUST be provided;
(2) Liquor Liability is required only when liquor will be served.

CERTIFICATE HOLDER

CANCELLATION

City of Milford 70 West River Street Milford CT 06460	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

**City of Milford, its governing board, officials, agents
and employees and all other parties as are required by contract
70 West River Street
Milford, CT 06460**

S A M P L E

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

S A M P L E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

**City of Milford, its governing board, officials, agents and employees
and all other parties as are required by contract**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SAMPLE