



**2026**

# **Milford Recreation Application for Use of City Facilities**

## **NEW FOR 2026 - Updated Application Process**

Applicants are no longer required to obtain departmental approvals or signatures. All reviews are coordinated internally by the Recreation Department. Please review the new instructions.



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

## Facilities Use Permitting Process

*Effective 2026*

**An "Application for the Use of City Facilities" along with all required forms, insurance, and fees must be submitted to the Milford Recreation Department at least thirty (30) days prior to the event.**

**Submission of an application does not guarantee approval. No event is approved until all requirements are met and written authorization is issued by the Recreation Department.**

**1) Confirm Availability:** Contact the Recreation Department (203-783-3280) to determine facility and date availability.

**2) Obtain and complete the Application for City Facilities Use Form** from the Milford Recreation website:  
[www.milfordrecreation.com](http://www.milfordrecreation.com) > General Info > Policies/Forms.

**3) Prepare Required Documentation:** the application packet must include:

- Completed application form
- Detailed event set-up / site diagram
- Signed and notarized Indemnity Agreement
- Certificate of Insurance and three required endorsements, in accordance with the included requirements

**4) Submit Application to the Recreation Department.** Submit the completed application packet, required insurance documentation, and all applicable fees to the Milford Recreation Department no later than 30 days prior to the event. Email submission to Bill Garfield at [bgarfield@milfordct.gov](mailto:bgarfield@milfordct.gov) or in person at the Milford Recreation Department at the Parsons Government Complex, 70 West River Street, Milford, CT 06460.

**5) Departmental Review & Approvals:** Upon receipt, the Recreation Department will circulate the application to the appropriate City departments for review and approval, including Public Works, Health, Fire and Police.

**APPLICANTS ARE NO LONGER REQUIRED TO OBTAIN DEPARTMENTAL SIGNATURES IN PERSON.**

**6) Final Approval Notification:** Applicants will be notified once all departmental reviews are complete and final approval has been granted by the Recreation Director.

***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](mailto: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](mailto:joseph.maler@ct.gov) for state approvals.*



City of Milford, Connecticut  
- Founded 1639 -

Department of Public Works

***FEE SCHEDULE TO SUPPORT EVENTS - SUBJECT TO CHANGE***

ITEM	QUANTITIES AVAILABLE	COST
<b>SOLID WASTE BARRELS</b>	UP TO 10 (INCLUDING BARRELS ALREADY AT LOCATION)	\$200.00
	11 - 20 (INCLUDING BARRELS ALREADY AT LOCATION)	\$300.00
	21 - 30 (INCLUDING BARRELS ALREADY AT LOCATION)	\$400.00
	31 - 40 (INCLUDING BARRELS ALREADY AT LOCATION)	\$500.00
	41 - 50 (INCLUDING BARRELS ALREADY AT LOCATION)	\$600.00
<b>DUMPSTER</b>	10 YARD	\$300.00
	20 YARD	\$400.00
<b>SOLID WASTE SERVICES</b>	MAN-HOURS BILLABLE AT \$50.00 PER HOUR WHEN REQUIRED FOR SPECIAL EVENTS.	\$50/HR
<b>BARRICADES</b>	5-15	\$300.00
	16-20	\$400.00
<b>FENCING</b>	1 - 200 FEET	\$200.00
	201 - 1000 FEET	\$1.00/FT
	OVER 1000 FEET – PRICING TO BE QUOTED	CALL
<b>CUSTODIAL SERVICES</b>	7:00 A.M. - 3:30 P.M. MON - FRI	\$45/HR
	ALL OTHER TIMES (EXCLUDING SUNDAY)	\$45/HR
	SUNDAY	\$60/HR
<b>FACILITY MANAGER</b>	7:00 A.M. - 3:30 P.M. MON - FRI	\$45/HR
	ALL OTHER TIMES (EXCLUDING SUNDAY)	\$60/HR
	SUNDAY	\$80/HR
	PARSONS VETERANS MEMORIAL AUDITORIUM BASIC MICROPHONE / SOUND / LIGHTING	



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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, Fields, and all other Facilities**

*City Green, Duck Pond,  
 Eisenhower Park, Fowler Building,  
 Fowler Parking, Fowler Rotary  
 Pavilion, Gulf Beach, Milford  
 Lisman Landing, Parsons  
 Gymnasium, Trubee Doolittle  
 Park, Walnut Beach Casey  
 Pavilion, Walnut Beach Rotary  
 Pavilion, and others.*

### Fees:

\$150.00 per use ☐

### Additional Fees:

\$150.00 - Application late fee ☐

### Lisman Landing Events: Harbor Management Custodial Services:

\$45/HR Monday-Friday 7:00 AM - 3:30 PM ☐

\$45/HR All other times (Excluding Sunday) ☐

\$60/HR Sunday ☐

- **Parsons Veterans' Memorial Auditorium**

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

### Fees:

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

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

\$2,000.00 per use\* (Sunday) ☐

\$300.00 Dressing Room Use ☐

\$500.00 - Application late fee ☐

**The Department of Public Works' Fee Schedule is provided and billed separately.**

**For the accurate and up-to-date rates related to services from the Fire, Health, and Police Departments, please contact each department directly.**





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

## 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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## Application for Use of City Facilities

**Applicant:** \_\_\_\_\_

**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

\_\_\_\_ Other: \_\_\_\_\_

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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](http://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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## 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** \_\_\_\_\_, 2026.

**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 \_\_\_\_\_, 2026  
 (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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## Departmental Approvals

*New procedure effective 2026*

**Applicant:** \_\_\_\_\_

**Event:** \_\_\_\_\_

### Department Contact Information

Effective January 1, 2026, **applicants are no longer required to obtain departmental approvals** or signatures in person. The contact information is provided for your convenience should you have any questions about your event.

- **Milford Recreation Department: 203-783-3280**
- **Department of Public Works: 203-783-3265**  
 (electricity, garbage cans, safety fencing, and other services)
- **Milford Health Department: 203-783-3285**  
 (license requirements and health/safety)
- **Fire Marshal's Office: 203-874-6321**  
 (auxiliary tents/structures, electricity/generators, or carnival type games, etc.)
- **Milford Police Department: 203-878-6551**  
 (security, crowd control, traffic control)

### **FOR CITY EMPLOYEE USE ONLY**

Departmental review and approvals are coordinated internally by the Recreation Director. Applicants are not required to contact departments for approval or signatures.

#### **Fire Department Review**

\_\_\_ Approved by email: \_\_\_\_\_

\_\_\_ Not applicable

\_\_\_\_\_  
 \_\_\_\_\_

#### **Police Department Review**

\_\_\_ Approved by email: \_\_\_\_\_

\_\_\_ Not applicable

\_\_\_\_\_  
 \_\_\_\_\_

#### **Department of Public Works Review**

\_\_\_ Approved by email: \_\_\_\_\_

\_\_\_ Not applicable

\_\_\_\_\_  
 \_\_\_\_\_

#### **Health Department Review**

\_\_\_ Approved by email: \_\_\_\_\_

\_\_\_ Not applicable

\_\_\_\_\_  
 \_\_\_\_\_

#### **Milford Lisman Landing Marina Review**

\_\_\_ Approved by email: \_\_\_\_\_

\_\_\_ Not applicable

\_\_\_\_\_  
 \_\_\_\_\_

#### **Recreation Director Final Approval**

(Recreation Director)

(Date)

\_\_\_\_\_  
 \_\_\_\_\_



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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.](#)**



# 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: <b>Producer Information</b>	CONTACT NAME: <b>Broker Contact Name</b>	
	PHONE (A/C, No, Ext): <b>Broker Contact Phone</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>Broker Contact Email</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Insurance Company Name</b>	
INSURED <b>Applicant Name &amp; Address</b>	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"/> <b>Liquor Liability</b> 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 \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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

<b>City of Milford</b> <b>70 West River Street</b> <b>Milford CT 06460</b>	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**