

BPCA Permit Terms and Conditions

Public Access: Permittee agrees that Battery Park City is a public area (“Premises”) and is prohibited from restricting pedestrian or BPCA vehicle access in any manner and at any time, including to the permitted location during the permitted event.

Public Safety: Permittee agrees that the safety of the public is of paramount importance and will take every precaution necessary to ensure that their permitted activity does not endanger or undermine the safety of the public.

Amplified Sound: Amplified Sound is only permitted in the permitted location during the hours specified on the event Permit (attached). No Amplified Sound is allowed prior to 9:00 AM. Permittee shall take appropriate action to address any noise complaint(s) to the satisfaction of BPCA or its agent upon their request. Permittee must furnish to BPCA an Amplified Sound Permit from the City of New York prior to the event.

Vehicles: Vehicle(s) listed on this Permit are permitted in Battery Park City from 7:00 AM – 5:00 PM only. No other vehicles are permitted. A designated flag person shall direct and accompany each vehicle operated on the Premises to ensure the safety of life and property. Prior to entering BPCA property, vehicles are prohibited from idling and must comply with all applicable parking regulations.

Quality and Use of Equipment: The Permittee represents and warrants that all such equipment and materials listed in this Permit shall be utilized in a good and workmanlike manner and that any structures shall be free from material defects and suitable for the purposes for which they are intended to be used. No other equipment is permitted. Any and all wires or cables connected to any equipment must be properly covered by cable ramps.

Food Restrictions: All foods must be pre-prepared; live-cooking is prohibited. BBQ grills, hot plates and/or use of sternos are not permitted anywhere on the Premises. No glassware or glass containers are allowed. No alcohol is permitted.

Alteration and Protection of Premises: Permittee is prohibited from affixing to, altering, relocating, or decorating BPCA property, or penetrating lawns or hard surfaces.

Damage: The Permittee shall be responsible for any damage to the Premises that is related to the Permittee’s acts or omissions occurring under this Permit, and shall be responsible for any and all costs associated with promptly restoring the damaged Premises subject to BPCA’s reasonable satisfaction.

Handling of Waste: Permittee will provide both recycling and trash bags for the collection of any waste. Permittee agrees to leave the Premises in the condition they were found at the start of the event. If food is being catered or delivered, Permittee is responsible for the removal of containers and/or boxes.

Indemnification: The Permittee shall defend, indemnify and hold harmless BPCA, Battery Park City Parks Conservancy (“BPCPC”) and the People of the New York State, and their members, officers, agents and employees from and against damages for injury to or death of persons and for damage to or destruction of property of the Premises or others occurring during Permittee’s use of said Premises and caused by the acts, omissions, neglect, or misconduct of Permittee or any of its employees, agents, contractors, licensees, or guests in the conduct of Permittee’s operations under this Permit. The Permittee assumes all risk of loss of the Permittee’s property or that of its agents, employees, contractors, and guests. Permittee’s liability is not limited to the insurance coverage provided.

Insurance: Permits are issued contingent upon receipt and approval of Certificates of Insurance. Each Permittee shall obtain and keep in full force and effect during the Event (including any period of set-up for the Event and clean up following the Event), at such Permittees sole cost and expense, the following insurance coverage:

- i) Commercial general liability insurance written on an occurrence form and affording protection at a limit of not less than the amount specified on the event Permit for bodily injury and/or property damage, which shall contain endorsements to the effect that such insurance shall be primary and that any insurance maintained by BPCA, Battery Park City Parks Conservancy Corporation (“BPCPC”), and the State of New York (the “State”) (collectively, “BPCA Additional Insureds”) would not be looked to for contribution; Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed.
- ii) Worker’s Compensation and Employer’s Liability insurance shall not be less than statutory limits, and shall include United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Permittee(s).

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- iii) Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. Coverage must apply to the Permittee's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- iv) All policies of insurance procured by the Permittees shall be issued in form and substance reasonably acceptable to BPCA by insurance companies having an A.M. Best's Key Rating Guide rating of A-VII or higher and authorized to do business in the State. All policies shall name the BPCA, BPCPC, and the State of New York as additional insureds in respect of claims arising out of use of the Premises (except worker's compensation).
- v) The Permittees shall include in each of their policies a waiver of the insurer's right of subrogation against BPCA Additional Insureds.
- vi) Duly executed certificates of insurance in form and substance reasonably satisfactory to BPCA shall be delivered to BPCA to the attention of Goldie Weixel, Risk Officer (or sent via email to Goldie.Weixel@bpca.ny.gov) at least 24 hours prior to the Commencement Date of the Event. The name and address of the Certificate Holder shall be as follows:

Battery Park City Authority, 200 Liberty Street, 24th Floor, New York, New York 10281
Attention: Goldie Weixel
- vii) The limits of any insurance coverage required to be carried by the Permittees under this Agreement shall not limit the Permittees' liability under the indemnification provisions hereof. Anything in this Permit to the contrary notwithstanding, the Permittees shall not be permitted to set up or commence any portion of the Event on the Premises, unless and until BPCA has received all required insurance certificates, and BPCA has provided written confirmation to Permittees of their compliance with the insurance requirements herein.
- viii) The Permittees shall cause each and every one of their Sponsors, commercial partners, licensees, sub-licensees and concessionaires who will be activating or operating within the Premises and each of their respective vendors, contractors and sub-contractors to comply with the provisions of this Section, including, without limitation, naming BPCA Additional Insureds as additional insureds where required, except that any entity that is engaged to sell or serve alcohol in connection with the Event shall maintain liquor liability insurance having a limit of no less than One Million Dollars (\$1,000,000) for the benefit of BPCA Additional Insureds affording protection against claims arising under the provisions of Section 11-101 of the New York State General Obligations Law or any successor or other statute providing for dram shop liability.
- ix) Certificates evidencing such insurance (in form reasonably satisfactory to BPCA) shall be delivered to BPCA from any other contractor as may be reasonably requested by BPCA.
- x) Within 24 hours of receipt of such insurance certificates, if such insurance requirements are met, BPCA will provide written confirmation of such compliance and grant access to the Premises to such contractors. For the avoidance of doubt, all of the provisions set forth in this Section shall apply to the policies required to be maintained by the parties described in Section 2(d) above and their respective vendors, contractors and subcontractors.

Refundable Deposit: A Refundable Deposit may be required based on the type of Event. The deposit is to insure that the condition of the Premises used by Permittees in connection with the Event is unaffected by the Event, and to cover any repair or restoration costs related to the Event. For purposes of clarity, the foregoing repair/restoration cost coverage obligations shall not apply to any damage existing prior to Permittee's access and use of the Premises. Permittee's obligation to pay for the repair and restoration costs associated with the Permit is not limited to the amount of the Refundable Deposit. Refundable Deposit amounts unused by BPCA shall be returned to Permittee within fifteen (15) days.

Permit Fee: A non-refundable fee is required for use of the Premises, for the Event, and all other rights granted under this Permit.

Non-Transferable: The Permit for use of the Premises for the Event may be performed only by the Permittee and/or Permittee's organization named on the Permit, and any such authorization cannot be assigned, transferred, or delegated.

Compliance: In addition to these Terms and Conditions, Permittee shall comply with the Permit Rules and Requirements applicable to Permittee's Event and all applicable Federal, State and local guidance, statutes, laws, rules, ordinances and regulations insofar as such compliance relates to the Event.

BPCA RETAINS THE SOLE DISCRETION TO POSTPONE, HALT, OR CANCEL AN EVENT.

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