# EAST NORTHPORT CHAMBER OF COMMERCE INCORPORATED 514 Larkfield Road, Suite 2 East Northport, New York 11732 (516) 261-3573

#### EAST NORTHPORT FESTIVAL

### JOHN J. WALSH MEMORIAL PARK \* LARKFIELD ROAD BETWEEN BRIGHTSIDE & PULASKI ROADS

### September 2, 2024 through September 9, 2024 Festival Dates: September 6, 7 & 8, 2024

# **VENDOR RELEASE & HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Name of Vendor Organization/Busine Name of Applicant/Contact Person:				
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Street Address:				
Town:	State:	Zip:	Work Phone #:	
E-Mail:		Cel	I Phone #	

Describe your demonstration, services or the Item(s) to be displayed/sold:

VENDOR hereby agrees to release the Town of Huntington and the Town of Huntington Board of Trustees, their officers, agents and/or employees and the East Northport Chamber of Commerce Incorporated from and against any and all claims, including, but not limited to, claims for personal injury, death, property damage and attorneys' fees which may result from or arise out of VENDOR's participation in the East Northport Chamber of Commerce Incorporated East Northport Festival between from September 2, 2024 through September 9, 2024 at the Town of Huntington John J. Walsh Memorial Park and Larkfield Road between Brightside and Pulaski Roads, and further agrees to defend, indemnify and hold the Town of Huntington and the Town of Huntington Board of Trustees, their officers, agents and/or employees and the East Northport Chamber of Commerce Incorporated harmless from any and all liability and attorneys' fees, imposed upon or incurred by the Town of Huntington and the Town of Huntington Board of Trustees, their officers, agents and/or employees and the East Northport Chamber of Commerce Incorporated harmless from any and all liability and attorneys' fees, imposed upon or incurred by the Town of Huntington and the Town of Huntington Board of Trustees, their officers, agents and/or employees and the East Northport Chamber of Commerce Incorporated arising from the negligence, gross negligence, recklessness, malpractice, or intentional tort of VENDOR. Further, such indemnification shall be unlimited as to the amounts claimed or the duration of this Agreement. This Agreement shall not expire until such time as all claims have been finally resolved and/or the statutory time frame to commence an action has expired.

VENDOR represents and warrants to the Town of Huntington and the Town of Huntington Board of Trustees, and the East Northport Chamber of Commerce Incorporated that they have secured and maintain the following insurance coverage: a) Comprehensive General Liability Insurance coverage with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence / TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)\* in the aggregate; b) Automobile Liability Insurance coverage with limits acceptable to the Huntington Town Attorney's Office; and c) Worker's Compensation and New York State Disability Insurance for all of its employees, agents, subcontractors and volunteers. Should VENDOR not be required to obtain Worker's Compensation and New York State Disability Insurance, under applicable law, a Certificate of Attestation of Exemption (CE-200 Form) from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is required to be provided for this event. VENDOR can apply for the CE-200 Form at the following link: https://www.wcb.ny.gov/content/ebiz/wc\_db\_exemptions/requestExemptionOverview.jsp .

\*Please note that any VENDOR bring live animals of any kind to the event is required to provide Comprehensive General Liability Insurance coverage with limits of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) per occurrence.

All insurance coverage is required to be in occurrence format and shall be primary and non-contributory coverage for the Town of Huntington and the Town of Huntington Board of Trustees, their officers, agents and/or employees. VENDOR further agrees that its liability insurance policies shall include a Waiver of Subrogation in favor of the Town of Huntington, the Town of

Huntington Board of Trustees and the Greater Huntington Boating Council Inc. All insurance carriers must be authorized to conduct business in the State of New York. Said liability insurance certificates shall: i) name the Town of Huntington, the Town of Huntington Board of Trustees and the East Northport Chamber of Commerce Incorporated as additional insureds, by endorsement; ii) provide for the Town of Huntington, Town of Huntington Board of Trustees as Certificate Holders; and iii) specifically reference the events and/or activities that are the subject of this Agreement. A copy of the Additional Insured Endorsement is required to be submitted with the certificate of insurance. Please note that the Town does not accept all additional insured endorsements. It is suggested that an "Additional Insured-Designated Person or Organization" endorsement be provided, as that is accepted under most circumstances.

Vendor agrees to, and shall require all of its employees, agents, subcontractors and volunteers, to fully comply with all federal, state and local laws and regulations as they may apply to this Agreement and its activities at Town of Huntington and/or Town of Huntington Board of Trustees property pursuant to this Agreement.

VENDOR, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

VENDOR represents and warrants to the Town of Huntington, the Town of Huntington Board of Trustees and the East Northport Chamber of Commerce Incorporated, that the individual signing this document is authorized to sign this Release and Agreement on behalf of the aforementioned Vendor Organization/Business.

# VENDOR:

Accepted & Agreed:

By:				
·	(SIGNATURE)			
	(PRINT NAME & TITLE)			
Date:				
STATE OF)				
STATE OF)	) ss.:			
COUNTY OF)	,			

On the \_\_\_\_\_ day of \_\_\_\_\_\_, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual acted, executed the instrument.

Notary Public

\*\*\* THIS DOCUMENT IS REQUIRED TO BE COMPLETED, SIGNED AND RETURNED TO THE EAST NORTHPORT CHAMBER OF COMMERCE INCORPORATED. \*\*\*