

**AGREEMENTS BY AND WITH THE NEW CANAAN ATHLETIC FOUNDATION, INC.  
REGARDING THE USAGE AND FUNDING OF FUTURE ENHANCEMENTS AND  
MAINTENANCE OF CERTAIN ATHLETIC FIELDS BY AND WITH THE TOWN OF NEW  
CANAAN AND THE NEW CANAAN BOARD OF EDUCATION, RESPECTIVELY**

These Agreements (the “Agreements”) are dated as of November 8, 2019 by and between the **TOWN OF NEW CANAAN**, a Connecticut municipal corporation (the “Town”) and **NEW CANAAN ATHLETIC FOUNDATION, INC.**, a Connecticut non-stock corporation (“NCAF”) and by and between the **NEW CANAAN BOARD OF EDUCATION**, a Connecticut board of education (the “BOE”) and NCAF.

**RECITALS**

- A. NCAF is a Connecticut Non-Stock Corporation and received recognition as a tax-exempt public charity with the Internal Revenue Service as of March 8, 2019.
- B. The mission of NCAF is to support, maintain and improve Town-owned and BOE-controlled outdoor athletic facilities in New Canaan, Connecticut (the “Mission”).
- C. NCAF has established a goal of raising a total of \$3,000,000 by 2029 (the “Financial Goal”).
- D. The Town and BOE welcome NCAF’s commitment to provide time, talent and financial resources toward the raising of funds for capital improvements to the Town’s and the BOE’s athletic facilities and desire to work together with NCAF to that end as set forth herein.
- E. The athletic fields that are subject to these Agreements are known as: *Dunning Stadium, Farm Road One, Farm Road Two, High School Track, High School Tennis Courts, Water Tower Turf A, B and C, Coppo Field Waveny Softball Fields, and the corresponding parking lots and access roads*, and are designated as such on the satellite image attached as Exhibit A (the “Athletic Fields”).
- F. The Town and NCAF acknowledge that, under Conn. Gen. Stat. Section 10-220, the BOE maintains full authority and control over all property used for school purposes and that the BOE is charged with responsibility for the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes (the “Statutory Authority”). By way of example, the parties recognize that all school buildings are within the Statutory Authority. Nothing in these Agreements shall be interpreted or construed as in any way limiting or restricting the Statutory Authority or the BOE’s right to exercise the Statutory Authority under any circumstances. It is not the intent or purpose of these Agreements to define the extent, breadth and limits of the Statutory Authority. The parties acknowledge that the extent, breadth and limits of the Statutory Authority are matters for the Legislature and the courts and are beyond the scope of these Agreements.
- G. These Agreements are intended to prescribe the terms under which the Town and the BOE will grant licenses to NCAF and shall not be construed as creating a contract between the Town and the BOE. The intention of the Town and the BOE is that neither the Town nor the BOE will have rights to enforce contractual obligations against the other under these Agreements.

NOW THEREFORE, the Town, the BOE and NCAF agree as follows.

1. **License: Nature of the Relationship.** The Town and the BOE hereby grant to NCAF licenses to solicit and accept reservations for the use of the Athletic Fields and collect fees from third party users in accordance with the terms and conditions of these Agreements. The Town and NCAF and the BOE and NCAF hereby establish public-private relationships with the objective of raising funds for the maintenance and improvement of the Athletic Fields. The Town, the BOE and NCAF intend that the phrase

*public-private relationship* shall reflect the uniting in a common civic purpose and is not evidence of a partnership in any legal sense, such as to indicate that any party assumes liability for the acts or omissions of another party. The Town, the BOE and NCAF each expressly disclaim responsibility for the willful and negligent acts and omissions of the employees, agents, representatives and contractors of the other parties. The Town, BOE and NCAF will each be solely responsible for the payment of compensation and benefits to its respective employees, agents, representatives and/or independent contractors. Employees, agents, representatives and/or independent contractors of the Town, BOE and NCAF, respectively, will not be entitled to participate in any health, retirement or other employee benefit plan of the other parties. These Agreements do not create a joint employer relationship, nor should one party be deemed an affiliate, subsidiary, division, agent or representative of another party. No party has the authority to direct, control or otherwise recommend the terms and conditions of employment of another party's employees. The goals of this relationship are as follows.

- a. To leverage the Town's and the BOE's public investment in the Athletic Fields with private investment facilitated through NCAF.
  - b. To build an endowment over time for the purpose of covering the private share of artificial turf replacement projects ("Turf Replacement Projects"). The total cost of the NCAF share of Turf Replacement Projects is currently estimated at \$1.2 Million in 2029 for the Dunning Stadium and Water Tower A, B and C fields.
  - c. To build an endowment of private capital for the purpose of further enhancing the Town's and the BOE's public investment in the Athletic Fields ("Enhancement Projects").
  - d. To facilitate collaboration among the Town, BOE and NCAF on developing a 'Master Plan' for the Athletic Fields and monitoring, adjusting and prioritizing that plan on an annual basis. Annual planning will include a financial report from NCAF to the Town and BOE on progress toward the Financial Goal.
  - e. To provide the road map for future Enhancement Projects.
2. **Exclusive Rights.** The Town and the BOE each grant to NCAF an exclusive right to: (a) collect the player use fees set by the Board of Selectmen for individual player participation on teams that use the Athletic Fields, as adjusted from time to time (the "Player Use Fees"); and (b) market to the public the use of the Athletic Fields and manage the use of the Athletic Fields by licensing use of the Athletic Fields to third party users in accordance with these Agreements, including the collection of fees for athletic events, such as, by way of example, club team practice or games and soccer or lacrosse tournaments ("License Fees") and special fundraising events, such as, by way of example, college games or music concerts ("Special Events" and "Special Event Fees", respectively), during time frames identified by the Fields Committee as outlined in Section 5 below. Notwithstanding the foregoing, there shall be no fees, including, but not limited to, Player Use Fees, collected by NCAF in connection with any BOE programs held on the Athletic Fields, including, but not limited to, graduation, school assemblies, fundraisers, interscholastic or intramural competitions or other athletic events sponsored by the BOE.
  3. **Compliance with Laws and Policies.** In exercising its rights under these Agreements, and in connection with all events on the Athletic Fields arranged or sponsored by NCAF, NCAF shall at all times comply with, and shall cause all third party users of the Athletic Fields to comply with, all applicable state and federal statutes and regulations and the ordinances and policies of the Town and the BOE. By way of clarification, NCAF and any third parties that use an Athletic Field by or through NCAF, shall at all times comply with all applicable local, state and federal laws, regulations and policies, including, but not limited to, with respect to all Athletic Fields covered by the Statutory Authority, all BOE policies, regulations, rules and procedures, including, but not limited to, BOE policies and regulations on Use of School Facilities (policies P1330 and 1330), Alcohol Free Environment (policy P1331), Tobacco Free Environment (policy P1332), Nondiscrimination, and Title IX, as such policies may be amended from time to time.



4. **Establishment of Accounts.** NCAF shall establish the following accounts (collectively, the “NCAF Accounts”) for use exclusively in furtherance of the Mission, as more particularly described below.
- a. **Operating Account.** This account (the “Operating Account”) shall be for the purpose of conducting NCAF’s business and will be held at a bank with a branch office in New Canaan. NCAF shall deposit into the Operating Account 100% of the License Fees and Special Event Fees. NCAF may apply the funds in the Operating Account to cover the costs and expenses described in Section 6. On or near July 1 of each year, NCAF will sweep any balance in the Operating Account in excess of fifty percent (50%) of the past year’s operating expenses into the Turf Replacement Account.
  - b. **Turf Replacement Account.** This account (the “Turf Replacement Account”) shall be held for the purpose of funding Turf Replacement Projects. In addition to the annual sweeps of the Operating Account described in Section 4(a), NCAF shall deposit into the Turf Replacement Account fifty percent (50%) of the Player Use Fees. NCAF shall transfer to the Town, so much of the balance of the Turf Replacement Account as may be requested prior to execution of a contract or contracts with construction contractors for a Turf Replacement Project. Costs of future Turf Replacement Projects shall be split 60/40 between the Town and NCAF. In the interest of full transparency, the Turf Replacement Account shall be held at the New Canaan Community Foundation, or similarly publicly visible account.
  - c. **Enhancements Account.** This account (the “Enhancements Account”) shall be held for the purpose of funding special projects that will enhance or improve the physical appearance, performance, safety, durability and/or functionality of the Athletic Fields (“Enhancement Projects”). NCAF shall deposit into this account 100% of the funds raised from private charitable donations and fundraising events plus fifty percent (50%) of the Player Use Fees. NCAF shall maintain a current written record of all gifts and bequests accepted by NCAF that are subject to a restriction that the gift or bequest be used for a specific purpose other than improvement of the Athletic Fields (the “Restricted Gifts and Bequests List”). NCAF shall transfer to the Town so much of the balance of the Enhancements Account as may be requested by the Town prior to execution of a contract or contracts with construction contractors for work on an Enhancement Project.
  - d. **Annual Reports. Audits.** Each year, within thirty (30) days of filing or completion, as applicable, NCAF shall deliver to the Town and the BOE a copy of its Form 990, Return of Organization Exempt From Income Tax, a financial statement prepared by a certified public accounting firm and an updated copy of the Restricted Gifts and Bequests List. The Town and the BOE shall have the right to audit NCAF’s records at the Town’s or BOE’s expense, as applicable.
5. **Events and License Fees.** Each use of the Athletic Fields by NCAF or by another group through NCAF is referred to as an “NCAF Event”. An NCAF Event may encompass one or more time slots or days and one or more spaces that constitute the Athletic Fields. NCAF will be responsible for establishing the License Fees and Special Event Fees. Notwithstanding the foregoing, there shall be no License Fees or Special Event Fees in connection with any BOE programs held on the Athletic Fields, including, but not limited to, graduation, school assemblies, fundraisers, interscholastic or intramural competitions or other athletic events sponsored by the BOE. Dates and times for the NCAF Events shall be determined by the Fields Committee, consisting of the BOE Athletic Director, the New Canaan Recreation Director and the New Canaan Superintendent of Parks (the “Fields Committee”). Notwithstanding the foregoing, NCAF Events utilizing an Athletic Field, access road or parking lot covered by the Statutory Authority require in all cases the prior written approval of the Superintendent of Schools. The Superintendent of Schools shall also have the right at any time to cancel or postpone all or part of an NCAF Event utilizing an Athletic Field, access road or parking lot covered by the Statutory Authority if the Superintendent of Schools determines that an emergency or crisis situation exists which requires use of the Athletic Field, access roads or parking lot, provided that the Superintendent of Schools shall first consult Town public safety officials unless the nature of the emergency or crisis makes such consultation impracticable.

NCAF understands and agrees that the Fields Committee and NCAF Events are subject to the following priorities and requirements.

- a. BOE shall have first priority for use of Dunning Stadium, the High School Tennis Courts, the High School Track and all other Athletic Fields for school athletic events and other school programs ("School Events").
  - b. Town shall have second priority for use of all Athletic Fields and for use of Dunning Stadium, the High School Tennis Courts and the High school track for Town sponsored athletic events ("Town Athletic Events") and together with School Events, "Athletic Events").
  - c. Except as otherwise set forth herein, all use of the Athletic Fields for NCAF Events is subject to the oversight of the Fields Committee.
  - d. When scheduling during allocated time slots, NCAF will endeavor to prioritize NCAF Events led by New Canaan based coaches and/or New Canaan based programs ahead of those led by other third parties.
  - e. The Town will require the submission of a Special Event Permit for any NCAF Event involving more than 200 participants and spectators in accordance with the Town's policy on special events. A copy of the Town's current special event permit application is attached as Exhibit B.
  - f. The BOE shall have the right to require, for any NCAF Event utilizing an Athletic Field covered by the Statutory Authority, the provision of services including but not limited to BOE custodian, maintenance and/or security services (the "BOE Event Services"), all at the sole expense of NCAF. The rates for BOE Event Services shall be based on the actual cost of such services incurred by the BOE, including any reasonable administrative costs, for example, custodian rates shall be based on the applicable collective bargaining agreement.
  - g. NCAF shall be required to repair any damage to the Athletic Fields caused in connection with an NCAF Event.
  - h. These Agreements do not authorize or permit the Town or NCAF to have access to BOE information technology systems, including computer systems, software or hardware. The sole exception shall be that the BOE agrees that it will supply the NCAF with access to the technology systems necessary to operate the scoreboard and video display system, if applicable, at Dunning Stadium. NCAF is responsible for ensuring that all individuals and/or entities using such systems are trained and knowledgeable in the operation of such systems.
6. **Operating Account.** NCAF shall have the right to pay the following expenses from the Operating Account.
- a. Expenses associated with the marketing, management and execution of the licensing of the Athletic Fields and the organization, staffing, and/or preparation of Athletic Fields for NCAF Events, and the cost of repairs for any damage caused in connection with an NCAF Event, including BOE event services rates, which shall be based on the actual cost of such services incurred by the BOE; for example, custodian rates shall be based on the applicable collective bargaining agreement.
  - b. Compensation for employees and/or staff hired by NCAF for any purpose, including, but not limited to, marketing the Athletic Fields to the public and otherwise managing, organizing, or staffing NCAF Events, and/or preparing the Athletic Fields for NCAF Events.



- c. Any insurance NCAF deems necessary for the organization, staffing, and management of NCAF Events.
  - d. Legal, accounting and other professional fees associated with the maintenance of NCAF.
  - e. Notwithstanding the above expenses, NCAF acknowledges that the purpose of these Agreements is to build the total value of private investment dollars available to enhance the Athletic Fields and as such, expenses should be managed to maximize net results.
7. **Capital Projects.** NCAF will develop plans, budgets and timelines for Turf Replacement Projects and Enhancement Projects (collectively, "Capital Projects") in collaboration with the appropriate Town and BOE bodies. For the purposes of budgeting and planning, an annual planning session should be convened in the fall each year. NCAF will present plans to the Fields Committee, Parks and Recreation Commission and each other Town or BOE department, board and commission that has jurisdiction over each Capital Project. Once a Capital Project receives approval from the Town or the BOE, as applicable, the Town or BOE, as applicable, will invite one or more representatives of NCAF to participate in the Procurement Process. For the purposes of these Agreements, "Procurement Process" means the preparation of requests for proposals (RFPs) and the analysis and review of the proposals and bids. In recognition of the commitments that NCAF may have made to donors, the Town or BOE, as applicable, agrees that, throughout the Procurement Process, Town or BOE, as applicable, officials will give fair and reasonable consideration to NCAF's comments, concerns and recommendations. The Procurement Process shall comply with Connecticut statutes and regulations applicable to public contracts and competitive public bidding as well as the Town Charter and Code and, as applicable, BOE procurement policies. The Town or BOE, as applicable, will be the named party in all contracts for Capital Projects with engineers, architects, design professionals and contractors. Construction phase management of all Capital Projects will be within the authority and control of the Town or BOE, as applicable. If a Capital Project requires the use of access roads, parking lots or other property covered by the Statutory Authority, then the BOE shall be involved in the Procurement Process and shall have decision making authority over scheduling and use.
  8. **Ex-Officio Directors.** The Town's First Selectman, or his/her designee, Chair of Parks and Recreation Commission, or his/her designee, Superintendent of Schools (or his/her designee), BOE Athletic Director, and Director of Public Works shall be ex-officio directors of NCAF for so long as these Agreements remain in effect.
  9. **Non-Discrimination.** NCAF shall not discriminate, and shall cause others using the Athletic Fields through NCAF not to discriminate, in employment practices or against any applicant or group on the basis of race, gender, religion, sexual orientation, marital status, age, disability, national origin or any other basis or characteristic with respect to which discrimination is prohibited under the laws of the State of Connecticut or the United States of America. With respect to Athletic Fields covered by the Statutory Authority, NCAF shall comply, and shall cause third party users to comply, with all applicable BOE policies and regulations, as may be amended from time to time, prohibiting discrimination.
  10. **Insurance.** The Town and the BOE will maintain property and casualty insurance coverage for the Athletic Fields, buildings, structures, improvements and related structures, including, without limitation, public liability insurance coverage under their respective jurisdictions in accordance with the recommendations of their respective insurance underwriters and consultants. NCAF will maintain directors' and officers' liability insurance coverage and any other insurance coverage deemed appropriate by NCAF's insurance carriers. The NCAF Executive Director will require and verify third party users of the Athletic Fields under these Agreements and vendors for NCAF Events to provide certificates of insurance naming the Town, the BOE and NCAF as additional insureds. Such insurance shall meet the coverage requirements specified in the Town's special event permit application or the coverage requirements specified in the BOE policy 1330.1 (currently, \$2,000,000 of comprehensive public liability insurance coverage (bodily injury and property damage) is required), whichever is greater. Such insurance shall be without any exclusion for abuse/molestation.



11. **Indemnification.** NCAF shall require each third party user of the Athletic Fields to sign an indemnification form that provides that such third party user shall, indemnify, defend and hold harmless the Town and the BOE, their officials, employees and agents, from and against any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorney's fees) penalties or expenses arising out of or in any way connected with, in whole or in part, directly or indirectly, the occupancy and use of the Athletic Fields by the third party user or anyone using the Athletic Fields through NCAF or such third party user, or any agent or invitee of NCAF or such third party user. This section shall survive the expiration or termination of these Agreements.
12. **Assignment, Termination and Amendment.** These Agreements may not be assigned by the Town, the BOE or NCAF without the prior Consent of the other parties. If NCAF is dissolved or merges with another entity, the Town's and the BOE's Consent shall be required prior to any successor entity acquiring any of the rights of NCAF under these Agreements. These Agreements may be terminated for cause by the Town, the BOE, or NCAF upon thirty (30) days' notice or by mutual agreement of the parties provided that termination by the BOE for cause shall not be effective as to an Athletic Field other than an Athletic Field covered by the Statutory Authority unless the Town Consents and a termination by the Town for cause shall not be effective as to an Athletic Field covered by the Statutory Authority unless the BOE Consents. Circumstances constituting cause for the Town or BOE to terminate these Agreements include, without limitation: (a) a determination by the Town or BOE that NCAF is engaged in activities that are not in furtherance of the Mission; (b) a determination that NCAF has, or is likely to, use funds for a purpose not described in Section 2; and (c) and a determination by the Town or BOE that NCAF is not making adequate progress towards the Financial Goal. The term of these Agreements shall be for ten (10) years from the date of execution by the parties. The parties will meet three (3) years prior to the expiration of the term of these Agreements to discuss renewal of these Agreements. Upon termination of these Agreements, NCAF shall transfer to the Town, for application to such future Capital Projects as the Town and the BOE may mutually approve, the balance in the NCAF Accounts after subtracting the dollar amount of gifts and bequests included on the Restricted Gifts and Bequests List. These Agreements may be amended only by a written agreement signed by the Town's First Selectman, the BOE's Superintendent of Schools and the Chairman of NCAF.
13. **Naming and Recognition.** The naming of any building, lands, apparatus, and other property after any donor, individual, foundation or group is subject to approval by the Town Council and/or the BOE (for building, lands, apparatus, and other property under the BOE's Statutory Authority) and subject to any present or future naming and recognition policies. NCAF shall not cause or permit any sign or advertisement to be permanently placed in the Athletic Fields or permanently affixed to any building, lands, apparatus, and other property except in compliance with the Town Code, ordinances, and regulations, and applicable BOE policies and procedures. In recognition of past donations and to promote future fundraising efforts, NCAF shall have the right to: (a) temporarily display names of corporate and private sponsors of NCAF on digital marques (i.e. scoreboards) during an Athletic Event or NCAF Event so long as such digital marques have previously been approved by the Fields Committee; and (b) permanently affix names of corporate and private sponsors to specific fundraising efforts (i.e. donor walls, plaques, signage) in a manner agreed upon by the Town and/or the BOE (for all building, lands, apparatus, and other property under the BOE's Statutory Authority), as applicable and according to Town and/or BOE policy.
14. **Notice and Consent.** For the purposes of these Agreements: (a) "Consent" means the written consent of the First Selectman of the Town, the Superintendent of Schools for the BOE, or the Chairman of NCAF, as applicable; and (b) "Notice" means written notice delivered in person or by certified USPS mail. Notices shall be effective upon delivery. Notices to the Town shall be addressed to: Town of New Canaan, Attention: First Selectman, 77 Main Street, New Canaan, CT 06840. Notices to the BOE shall be addressed to: New Canaan Public Schools, Attention: Superintendent of Schools, 39 Locust Avenue, New Canaan, CT 06840; Notices to NCAF shall be addressed to: New Canaan Athletic Foundation, Inc., Attention: Chairman, P.O. Box 932, New Canaan, CT 06840-0932.
15. **Governing Law.** These Agreements shall be governed and construed in accordance with the laws of the State of Connecticut.

16. **Entire Agreement.** These Agreements set forth the entire understanding between the parties hereto with respect to all matters referred to herein, and the provisions hereof may not be changed or modified except by an instrument in writing signed by all parties hereto.
17. **Non-waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions, nor any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.
18. **Savings.** If any provision of these Agreements is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.
19. **Counterparts.** These Agreements may be executed in counterparts and facsimile and electronic (pdf) signatures shall have the same force and effect as original signatures.
20. **Recitals and Exhibits.** The recitals and exhibits are fully incorporated into these Agreements.

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NEW CANAAN ATHLETIC FOUNDATION, INC.

Signature 

Name Michael E. Benevento

Title Chairman, New Canaan Athletic Foundation

Date Nov 8, 2019

TOWN OF NEW CANAAN

Signature 

Name Kevin J. Moynihan

Title First Selectman

Date Nov 8, 2019

NEW CANAAN BOARD OF EDUCATION

Signature 

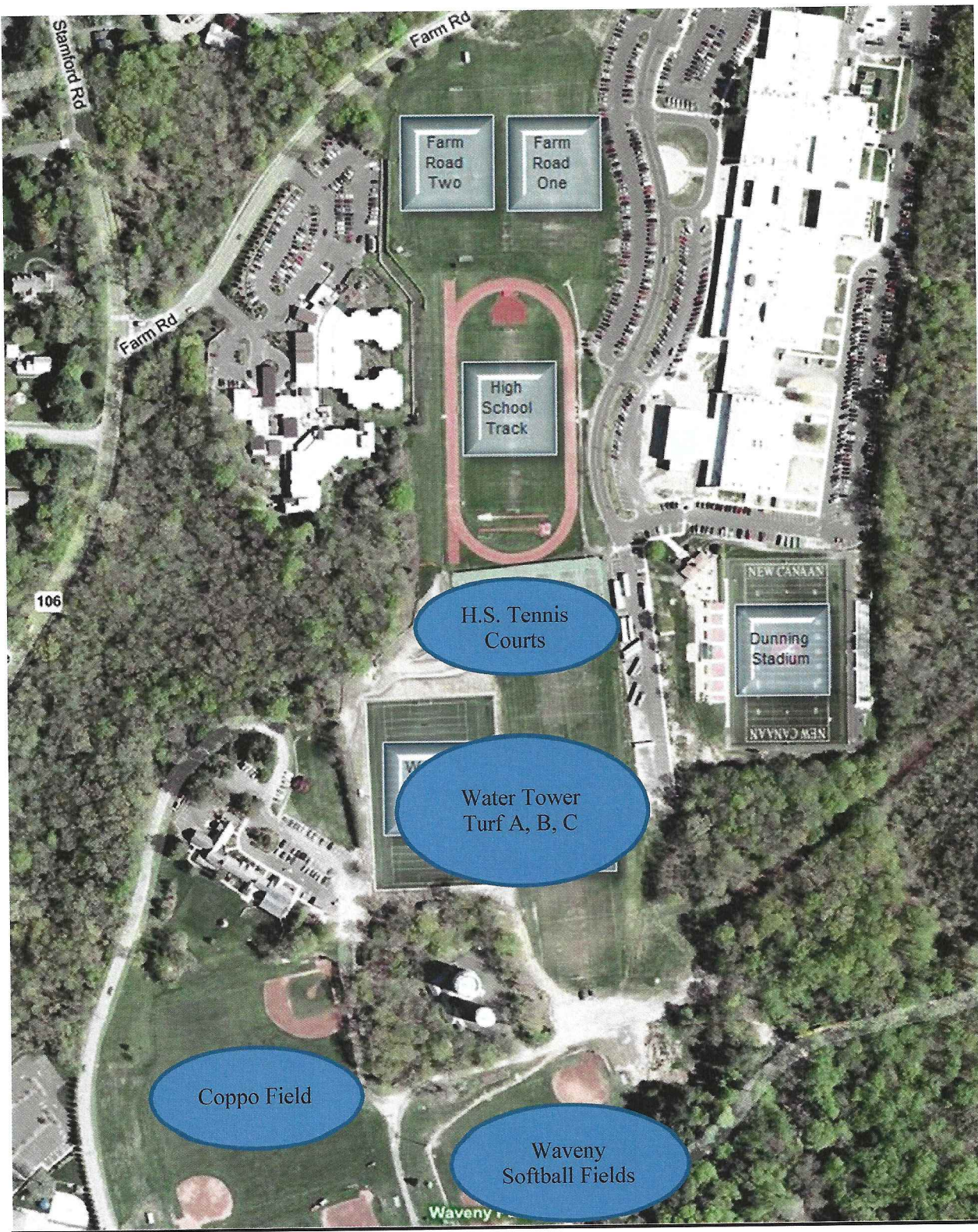
Name Bryan Luzzi

Title Superintendent of Schools

Date Nov 8, 2019



## EXHIBIT A





**EXHIBIT B**  
**SPECIAL EVENT PERMIT APPLICATION FORM**

## Special Event Permit Application



**Town of New Canaan**  
**77 Main Street**  
**New Canaan, CT 06840**  
**Phone: 203-594-3002 Fax: 203-594-3109**

Application Date \_\_\_\_\_ Event Date \_\_\_\_\_ Rain Date \_\_\_\_\_

Name of Event \_\_\_\_\_

Description of Event \_\_\_\_\_

Location of Event \_\_\_\_\_

Event Start Time \_\_\_\_\_ Event End Time \_\_\_\_\_ Number of Participants \_\_\_\_\_

Services Required from the Town \_\_\_\_\_  
(Police, EMS, CERT, Dumpsters, etc.)

Applicant Name \_\_\_\_\_  
(Individual, Firm or Organization)

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

\_\_\_\_\_

Signature of (Representative of) Applicant \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of Representative of Town of New Canaan \_\_\_\_\_



Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Permit is not valid until signed by Town Representative**

*Special Event Permit Application*  
*Town of New Canaan*

1. A Special Event Permit is issued to an applicant to:
  - a. Conduct an activity on Town or Board of Education property.
  - b. Conduct an activity on private property that affects the general health and public safety.  
Applications must be completed at least 90 days before the event.
2. The fee for this special event permit is \$ \_\_\_\_\_. Fees for other services or permits provided by the Town must be paid by the applicant to the applicable individual departments. Checks should be payable to "The Town of New Canaan" and delivered prior to the event.
3. Requirements for events held on Town or Board of Education property:
  - a. Public Liability Insurance. Minimum of one million dollars (\$1,000,000) is required. The Town of New Canaan, its officers, agents and employees must be named as additional insured. (See attached sample certificate)
  - b. Worker's Compensation Insurance. Proof of worker's compensation insurance must be provided, where applicable.
  - c. Indemnification agreement. (See attached form)
  - d. Map of the walking/running route, if applicable.
  - e. Sketch of the assembly/event site (tents, tables, stage, food, trash, portable restrooms, etc.)
4. Signs advertising the special event at the following three locations must be approved by the appropriate authority:
  - a. Town Hall – Board of Selectmen  
(Tom Stadler – 203-594-3002 or tom.stadler@newcanaanct.gov)
  - b. Train Station – Planning & Zoning  
(Frank Auer – 203-594-3043 or frank.auer@newcanaanct.gov)
  - c. Farm Road & South Avenue – New Canaan Public Schools  
(Ari Rothman – 203-594-4683 or ari.rothman@new-canaan.k12.ct.us)
5. Permission to use state property must be obtained directly from the State of Connecticut. For use of state routes call State Department of Transportation, Special Services Division at 203389-3010. Insurance certificate should also be provided to the State.

6. If the event includes the use of Town Parks, the Applicant shall be bound by all park rules and regulations and agrees that the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
7. If the event includes serving food and/or drinks, the Applicant shall be bound by all Health Department rules and regulations.

### *Special Event Permit Application* **Town of New Canaan**

#### *Indemnification Agreement*

The Applicant hereby certifies that all statements contained on this Application are true and correct, and that the undersigned Representative has authority to submit this application and bind the Applicant.

The Applicant certifies that the required insurance coverage is in effect and will remain in effect through the date(s) of the Special Event.

The Applicant, by signing this Application and using such permit as may be approved by the Town, agrees to indemnify, defend and hold harmless the Town of New Canaan, its agents, employees and officials, and to be solely and absolutely liable upon any and all claims, costs, losses, expenses, suits, actions and judgments against the Town, its agents, employees and officials and/or the Applicant, its agents, employees and officials including but not limited to claims for injuries to person or property, of whatsoever kind and nature, arising out of or occurring during the event or activities for which this permit is issued.

The Applicant agrees to repair or to reimburse the Town of New Canaan for any damage to any physical properties of the Town. The Applicant further agrees to reimburse the Town for its reasonable attorney fees incurred in enforcing the provisions of this permit and these agreements, or in defending against any claims, costs, losses, expenses, suits, actions and judgments.

The Applicant further agrees to comply with all Town and State laws and regulations and with any special conditions as may be set forth on or attached to this permit.

**Signature of (Representative of)  
Applicant** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Date** \_\_\_\_\_



<h1 style="margin: 0;">ACORD CERTIFICATE OF LIABILITY INSURANCE</h1>		DATE (MM/DD/YYYY) <div style="text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center; font-size: small;">Current Date</div> </div>												
<b>PRODUCER</b>  Name and Address of Insurance Agency or Insurance Company	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
<b>INSURED</b>  Town of New Canaan 77 Main Street New Canaan, CT 06840	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; padding: 2px;">NAIC #</th> </tr> <tr> <td style="padding: 2px;">INSURER A: Minimum A-IX A.M. Best Rating</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER B: Minimum A-IX A.M. Best Rating</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER C: Minimum A-IX A.M. Best Rating</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER D:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER E:</td> <td style="padding: 2px;"></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Minimum A-IX A.M. Best Rating		INSURER B: Minimum A-IX A.M. Best Rating		INSURER C: Minimum A-IX A.M. Best Rating		INSURER D:		INSURER E:		
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INSURER D:														
INSURER E:														

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> CLAIMS MADE</span> <span><input checked="" type="checkbox"/> OCCUR</span> </div> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy # not Binder	Current Effective Date		EACH OCCURRENCE \$ <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>\$50,000</b> MED EXP (Any one person) \$ <b>\$5,000</b> PERSONAL & ADV INJURY \$ <b>\$1,000,000</b> GENERAL AGGREGATE \$ <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>\$2,000,000</b>	
		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy # not Binder	Current Effective Date		COMBINED SINGLE LIMIT (Ea accident) \$ <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Policy # not Binder	Current Effective Date		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>\$100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>\$500,000</b> DISEASE - POLICY LIMIT \$ <b>\$100,000</b>	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Town of New Canaan named as an additional insured							

## CERTIFICATE HOLDER

Town of New Canaan  
 77 Main Street  
 New Canaan, CT 06840

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR