TOWN OF GRANBY
PARKS & RECREATION DEPARTMENT
15 NORTH GRANBY ROAD
GRANBY, CT 06035
1-860-844-5356

Guidelines for Reserving Salmon Brook Park, Ahrens Park, Brook Pasture Lane & Massaco Lane

Welcome to Granby's Park system! We are happy to have you as our guests. The following information is provided to help you enjoy your visit.

Salmon Brook Park is a Town owned recreation facility located on Routes 10 & 202, 1/2 mile south of Granby Center. The primary use of Salmon Brook Park is for residents to enjoy leisure pursuits such as tennis, day camp, swimming, playgrounds, baseball, soccer, basketball, volleyball, picnicking and hiking. The Park is also the host to many special activities sponsored by local organizations including sports competitions and cultural events. Between May and November the picnic pavilions and athletic fields may be reserved by private groups for outings.

Ahrens Park is a 55-acre facility located on Hungary Road approximately .6 mile from Route 20 across from The Town Green. The primary use of this facility is soccer, lacrosse and baseball; community gardens are also located here.

Brook Pasture Lane and **Massaco Lane** are small community areas located within housing developments. Use of these facilities is for sport practices. Parking is limited at both these areas. Users are requested to park only on one side of the road facing toward the main road.

Consumption of alcoholic beverages is not allowed on any Town property.

All applications to reserve Town Parks are reviewed by Town Staff. Fee schedules are based on User Classification Codes listed in the attachment. Based upon their recommendations, a police officer or a staff custodian may be assigned to your outing at your cost. You will be notified before your application is processed if an officer or custodian will be needed or if other special conditions need to be met. Generally speaking, this would be a consideration if attendance at your outing exceeds 150 people.

Salmon Brook Park, Ahrens Park, Brook Pasture Lane and Massaco Lane are all family and recreational facilities. We encourage use compatible with our goal to provide a safe, well-maintained, attractive place for people to enjoy. Park users are responsible for keeping the area clean; trash receptacles are provided for your use and we urge your cooperation. Pets are to be leashed and owners must clean up after their pets. Please be considerate of the neighbors.

If you have any questions about our Parks, please call the Recreation Office at 844-5356. It is a good idea to visit the area before making a reservation to insure that our facility meets the needs and expectations of your group. The enclosed guidelines have changes from previous years; please review them carefully before making a reservation and if you have any questions - please call!

Kay A. Woodford, Director
Granby Parks & Recreation Department

ORDINANCE AUTHORIZING PROMULGATION OF RULES AND REGULATIONS FOR PARKS:

Be it ORDAINED that:

1. The Ordinance Regulating The Use And Operation Of The Parks And Open Space Land Of The Town Of Granby, Connecticut, And Providing Penalties For Violations Thereof adopted October 5, 1970, and amended on December 21, 1972, and August 29, 1982, is hereby repealed.

2. The Board of Selectmen is hereby authorized to promulgate rules and regulations applicable to all persons entering, using, visiting or otherwise within the boundaries of any town-owned land now or hereafter designated by the Board of Selectmen as a Town Park relating to the proper use, management, government and protection of, and maintenance of good order in, the areas to which they apply. Using procedures it deems appropriate to obtain input from the public, park users, and departments, boards, commissions, officers and agents of the town, the Board of Selectmen may, from time to time, amend rules and regulations. Any such amended rules and regulations shall be applicable to all persons entering, using, visiting or otherwise within the boundaries of any town-owned land now or hereafter designated by the Board of Selectmen as a Town Park relating to the proper use, management, government and protection of, and maintenance of good order in, the areas to which they apply.

3. Regulations and any amendments thereto promulgated pursuant to the authority granted in this ordinance shall be effective upon adoption and upon the filing of copies thereof in the Office of the Town Manager and the Office of the Town Clerk. There shall be posted at convenient locations in each of the areas to which such regulations apply a notice that use of the area is subject to regulations on file in the Office of the Town Manager and Office of the Town Clerk. There may also be posted in such areas the text of particular regulations as determined by the Town Manager, but any such posting shall warn all persons that use of the area is governed by regulations in addition to those posted.

4. Violation of any provision of the regulations promulgated hereunder, as the same may be amended or supplemented, shall be sufficient cause for immediate expulsion from the area by the Town Manager (who shall serve as Superintendent of Parks), his designee or any police authority. Persons expelled hereunder are prohibited from entering any Town Park for twenty-four hours following their expulsion, and may be, upon reasonable notice and hearing before the Board of Selectmen, excluded from any such area for a longer period but not more than one year.

5. In addition to any sanction imposable under paragraph 4 of this ordinance, any violation of any provision of the regulations promulgated hereunder, as the same may be amended or supplemented, within any Town Park shall be punishable by a fine not exceeding the maximum penalty allowable under Connecticut General Statutes § 7-148 (c) (10), and the violator shall be adjudged to pay all costs of the proceedings and any damages incurred. The prosecution of any such violation shall be pursuant to paragraph 3 of the Ordinance Establishing A Parking Violation Hearing Procedure And A Citation Hearing Procedure And Providing For The Payment Of Penalties adopted August 9, 1999.

Date of Public Hearing: March 21, 2005
Date Adopted: March 21, 2005
Date Published: April 8, 2005
Effective Date: April 28, 2005

RULES AND REGULATIONS APPLICABLE TO TOWN PARKS

1. The Town Manager is hereby designated as the Superintendent of Parks with responsibility for the enforcement of these rules and regulations. As such, the Town Manager shall have authority to designate areas of Town Parks as suitable for certain activities or as areas in which certain activities will be prohibited.

2. Vehicles shall be parked only in areas designated as parking areas and shall be so parked therein as not to interfere with the ingress and egress of other vehicles.

3. The operation of vehicles (which shall include but not be limited to motorcycles and snowmobiles) within any Town Park shall be permitted only on roadways not otherwise posted.

4. No vehicle may be operated in any park at a speed in excess of 15 miles per hour.

5. The abandonment of any property within a Town Park is prohibited. No vehicle or other property shall be left unattended for a longer period than 24 hours without prior permission of the Superintendent, and any such vehicle or other property may be impounded. Such property may be returned to its lawful owner only after the costs of removal and storage have been paid.

6. The operation or use of any audio devices, including but not limited to radios, television sets, portable stereo devices, CD players, musical instruments and any other noise producing devices such as motor driven equipment so as to unreasonably annoy other persons lawfully within the Town Park or on any abutting lands is prohibited. The operation or use of public address systems of any kind is prohibited unless used in connection with a public gathering, approved recreation event, or special event for which a permit has been issued by the Superintendent.

7. Commercial soliciting of any kind is prohibited, provided, however, that the Town may sponsor or engage in the operation of concession stands and further provided that other commercial activity conducted by nonprofit organizations in connection with specific events and activities being conducted within a park for which a permit has been issued by the Superintendent may also be permitted.

8. Camping is prohibited except as it may be authorized by a permit issued by the Superintendent. Where permitted it shall be for a duration of not longer than 24 hours, shall occur only in designated areas and shall be accompanied by a bond or cash deposit sufficient to insure clean up of the site.

9. The gathering of wood for use as fuel in designated picnic areas shall be limited to dead material on the ground.

10. Pets of any kind must be crated, caged or leashed at all times within a Town Park except in areas otherwise designated as suitable for pets to be allowed to run free. Owners of pets shall pick up and dispose of their animal waste in an appropriate refuse receptacle. The Superintendent may designate areas of Town Parks where pets shall not be allowed, such as swimming areas, baseball fields, tennis courts, or playground areas, unless specifically posted for pet recreation.

11. Horseback riding is permitted only in areas determined by the Superintendent to be suitable for that activity and so posted. Horses shall have the right of way in areas where motor vehicles are also allowed pursuant to state law.

12. The use or possession of explosives, fireworks, firearms (including air and gas powered pistols and rifles), spears, blow guns, bows and arrows, crossbows or any other implement designed to discharge missiles is strictly prohibited, except by authorized law enforcement personnel. Nothing herein shall preclude Town sponsorship of fireworks displays, archery camps or other similar programs or special events in Town Parks.

13. The kindling of any fire is permitted only in designated picnic grounds, and except by special permit, which may be granted by recommendation of the Park Superintendent and with the approval of the Board of Selectmen, to a community group in connection with a special event (x-mas trees bonfire) upon assurance that all state laws are being complied with. Fires must be confined to fireplaces or grills provided for that purpose or in stoves or lanterns using gasoline, propane, butane gas or similar fuels. Any person kindling a fire is required to insure that it damages no other property and is completely extinguished when no longer in use. Leaving a fire unattended is prohibited. Throwing or dropping lighted cigarettes, pipes, cigars, matches or other burning material is prohibited.

14. Fishing compliant with state statutes is permitted only in designated areas. Digging for bait is prohibited.

15. The use or consumption of alcoholic beverages in Town Parks is prohibited, except by special permit, which may be granted by recommendation of the Park Superintendent and with the approval of the Board of Selectmen, to a nonprofit community group in connection with a special event upon assurance that all state laws relating to the sale or distribution of alcoholic beverages will be strictly complied with.

16. Picnicking is permitted only in areas designated by the Superintendent for such activity. Picnickers shall be responsible for site clean up, the deposit of trash in designated containers, and the removal of all other litter.

17. Destruction, defacement or removal of and damaging any natural feature (including but not limited to trees, shrubs, and other plants) or nonrenewable natural resource or any public structure, sign, equipment, monument or marker or any relic, artifact, ruin or historic or prehistoric feature in any park is prohibited. Nothing herein shall be deemed to prohibit the gathering or collecting, for personal use only, of reasonable quantities of natural products of renewable resources such as fruits, berries and dead wood.

18. All garbage, papers, cans, bottles, waste materials, and rubbish of any kind must be disposed of only at places and in containers designed therefore or removed from the Town Park. Cleaning food or washing clothing or other articles of household use is prohibited. Entrails or other inedible parts of fish or other animals shall not be thrown into fresh waters or other lands in any Town Park. Urinating, defecating or depositing any other body wastes other than in designated toilet facilities is prohibited. No trash or garbage from off site locations shall be disposed of in any Town Park.

19. Sports events or activities and the use of established playing fields shall be scheduled through the Director of Recreation and Leisure Services. Permits for park use for such events or for other special events or activities shall be issued upon a finding that the proposed use is not inconsistent with the purpose for which the area is established, will cause minimum interference with the use of the area by the general public, and will afford other proposed users substantially equal opportunities.

20. Swimming and wading are permitted only in designated areas.

21. Hunting, trapping, killing, wounding, frightening, capturing or disturbing wildlife in any Town Park is prohibited.

22. Skiing, sledding, snowshoeing, tobogganing, and other similar winter sports (but not including the use of snowmobiles) are permitted except upon roadways and parking areas and other areas where posted. Ice-skating may be permitted only in areas designated for that activity.

Adopted by Board of Selectmen - April 4, 2005

REGULATIONS REGARDING
THE RESERVATION OF
SALMON BROOK PARK, AHRENS PARK, BROOK PASTURE LANE & MASSACO LANE

I. USER CLASSIFICATION CODES

A. LOCAL - any group of persons of which 75% of the membership are residents
   1. Families
   2. Town Civic Organizations
   3. Granby Board of Education
   4. Athletic and Sports Organizations
   5. Churches/Religious Organizations

B. LOCAL BUSINESSES
   1. Commercial Enterprises

C. NON-LOCAL - any group which does not meet the above criteria
   1. Non-local, non-profit organizations
   2. Families
   3. Commercial Enterprises
   4. All others

II. APPLICATION PROCEDURE

A. Applications for permits shall be obtained from the Recreation Dept., Granby Town Hall, 15 North Granby Road, Granby, CT 06035. Phone: 844-5356.

B. All applications shall be completed and submitted to the Director of Parks & Recreation not less than ten (10) business days prior to the earliest date requested.

C. Each applicant will be assigned a User Classification Code by the Parks & Recreation Director.

III. PRIORITY USERS - the following users shall have priority scheduling in the use of the facilities:

A. Town of Granby

B. Board of Education, athletic and sports organizations during specified season only.

C. All applications for use shall be submitted to the Recreation Director no later than February 15 for spring/summer use and June 1 for fall use.

IV. UNSUITABLE CONDITIONS

A. The Parks and Recreation Director shall determine all priorities in the event of a conflict.

B. Events, which are canceled or postponed due to inclement weather or other conditions, may be rescheduled to the next available date with the approval of the Director of Parks & Recreation

C. The Director of Parks & Recreation at any time may cancel, terminate or suspend the scheduled activity due to unsuitable conditions.

D. The Town of Granby retains the right to decline the use of or to cancel the reservation for any areas or facilities for safety concerns when it appears to be in the best interest of the Town of Granby.

V. USER FEES, SECURITY DEPOSITS and OTHER SERVICE FEES

A. SECURITY DEPOSIT

Each completed application shall be accompanied by a security deposit payable to Town of Granby in accordance with the User Classification Codes. Failure to submit the appropriate fee with the completed application shall result in inaction on the application until appropriate fee has been received.

B. USER FEES

User fees will be charged in accordance with the user Classification Codes. Any request to alter, waive or adjust user fees must be made to the Director of Parks & Recreation.

C. OTHER SERVICE CHARGES

Any applicant for a permit may be required to provide additional services in connection with the scheduled activity. This may occur when the application is reviewed by the Granby Police Department and the Public Works Department and based on their recommendations, a police officer and/or a custodian may be assigned to your outing. The applicant shall be responsible for the payment for such services.

1. Police Services

   Applications shall be made directly with the Chief of Police of the Town of Granby on forms provided by the Police Department. Proof of arrangements shall be provided to the Parks & Recreation Director 48 hours prior to scheduled activity. Services for traffic control or other may be required by the Police Department and cost for services will be billed directly to the user at the going hourly rate.

2. Facility Attendant/Custodian

   May be required and assigned by the Town of Granby Public Works Department if the activity warrants. The applicant, as a condition of the granting of a permit under these regulations, shall be responsible for the payment for assigned attendant/custodian at the rate of $20 per hour, per person, for a minimum of three (3) hours.

3. Lifeguards

   Lifeguards shall be assigned to any group requesting use of the pond area after the scheduled closing time. The applicant, as a condition of the granting of a permit, shall be responsible for payment for lifeguards at the current rate per hour per lifeguard based on full hours only. A minimum of two (2) lifeguards is required; more may be assigned depending on the size of the group.

4. Dumpster

   An extra trash removal over and above the weekly scheduled removal may be required should the Town of Granby Public Works Department warrants it necessary.

5. Portable Toilets

   The rental of portable toilets over and above the permanent facilities available may be required should the Town of Granby Public Works Department warrant it necessary.

VI. PAYMENTS AND REFUNDS

A. PAYMENTS

1. Security Deposit is payable by cash, check or cashier's check shall be submitted with application.
2. User Fees
   a. User fees shall be forfeited if, after issuance of the permit, the Department of Parks & Recreation is not notified by the applicant of a cancellation of the activity described in the application at least five (5) business days prior to the date of the scheduled activity stated in the permit.
   b. User fees, insurance certificates and all other necessary application materials and fees shall be made at or delivered to the Recreation Department office at least 48 hours prior to the requested date of use. Failure to make timely delivery of each of the foregoing shall be cause for cancellation of the permit. The permit may be reinstated at the discretion of the Director of Parks & Recreation.
   d. Payments shall be in the form of cash, check or money order payable to *Town of Granby*. Separate checks shall be written for the security deposit and the user fees.

B REFUNDS

1. In the event any scheduled activity for which a permit has been granted is postponed or suspended by the Town of Granby and the applicant chooses not to use the next available date, 100% of the security deposit and user fees paid will be refunded.

2. A full refund of the user fee paid in connection with any application shall be made to the applicant of the scheduled activity if the applicant cancels the activity seven (7) business days prior to the date of the scheduled activity.
3. A full refund of the security deposit paid in connection with the scheduled activity shall be made to the applicant when the Director of Parks & Recreation and the Town of Granby Public Works Department makes inspection of the activity area and determines that the area is clean and free of damage at the conclusion of the scheduled activity.
4. Cancellations must be made at the Parks & Recreation office located in the Senior/Youth Center; no cancellations will be accepted at the Salmon Brook Park office.
5. Cancellation or interruption of activities on the day of the event will STILL require payment of fees for police and/or special services.

C. MAKE-UP DATES

The Town of Granby Parks and Recreation Department cannot at the time of application guarantee a specific date for rescheduling of the activity in the event the activity cannot be concluded on the originally scheduled date. However, an activity canceled or postponed within 48 hours of the scheduled time and date may be rescheduled to another date and time providing the facility is available. No additional fee will be assessed in this instance.

VII. INSURANCE AND HOLD HARMLESS AGREEMENT

A. INSURANCE

1. All applicants falling within the User Classification Codes A-2, 4 & 5, B and C-1, 3 & 4 shall provide an original certificate of insurance naming the Town of Granby as additionally insured, evidencing Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 which certificate shall show that the required insurance will be in force on the date(s) of the scheduled activity. Said insurance shall include a 30-day cancellation notice. See attached requirements.
2. The Town of Granby reserves the right to require any applicant, regardless of code, to have on file at the Parks and Recreation office, a certificate of insurance as described above.

B. HOLD HARMLESS AGREEMENT

A hold harmless agreement shall be required of each applicant, regardless of User code, except for town-sponsored events and events sponsored by the Board of Education.

D. **INDEMNITY STATEMENT**

All users are required to complete the Indemnity Statement and submit along wit the Reservation Form and Security Deposit.

VIII. PUBLIC PLACE RULES

A. All persons using a public place, i.e., Salmon Brook Park, shall comply with the rules and provisions as set forth in the Town of Granby Ordinance and such rules and regulations that may apply.

B. The holder of the permit issued by the Town of Granby under these regulations shall have preference during the date(s) and time(s) stated in the permit. Any person or persons without such a permit must relinquish the use of any area or facility specified by a user's permit during the time(s) so stated in the permit.

C. The use of each public place must conform to the type of activity as stated in the Ordinance. No non-conforming uses shall be conducted unless specifically approved by the Director of Parks and Recreation.

D. Any user granted a permit should be directly responsible to the Town of Granby for the control and supervision of all people in attendance at the scheduled activity and for damage to equipment, furnishings, buildings, field areas or surroundings not attributed to normal wear and tear.

E. All activities shall cease by the scheduled hour as indicated on the permit or by local ordinance or State law.

F. The preparation of any area or facility for a scheduled activity is the responsibility of the user, unless otherwise agreed upon by the Director or Parks and Recreation prior to the scheduled event.

G. Restoration of the area or facility to its original conditions is the responsibility of the user. This includes but is not limited to removal of trash and litter to dumpster, replacement of trash bags in barrels, restoration of tables, etc. to their original position, proper disposition of charcoal ashes, etc. Failure to do so will result in the forfeiture of required security deposit furnished at the time of application.

H. Fires for the purpose of cooking shall be permitted in charcoal grills provided by the Town or in other appropriate receptacles designed for use. Disposal of ashes shall be in such a manner so as not to cause a visible nuisance or fire hazard.

I. The sale of any items for any reason is prohibited unless requested on the application, approved by the Director of Parks and Recreation and stated on the permit.

J. Pets are not permitted within the pond enclosure, tennis court enclosure, the tot lot enclosure or the playscape enclosure.

K. Parking shall be in designated areas only unless specifically identified by the Director of Parks and Recreation for the sole purpose of the scheduled activity as stated in the permit.

L. All activities shall be operated and supervised to the satisfaction of the Town of Granby.

1. If the operation and supervision of any scheduled activity are determined to be unsatisfactory by the Director of Parks and Recreation, or Public Works Building and Grounds Maintenance, or the Police Department, the user may be denied any further permits for the use of Salmon Brook Park. Any such determinations shall be placed on file and attached to the original application, with the user to receive a copy.

2. The Town of Granby retains the right to deny any application for the use of a public space or to cancel any permit issued under these regulations prior to the date of the scheduled activity where and when it appears to be in the best interest of the Town for preservation of its parks and open space lands, persons likely to be therein and the adjacent community.

TOWN OF GRANBY
DEPARTMENT OF PARKS & RECREATION
15 North Granby Road, Granby, CT 06035
844-5356

REQUIREMENTS and USER CLASSIFICATION CODES

SECURITY DEPOSITS

*	1-50 Persons	$ 50
*	50-100 Persons	$100
*	100 & Persons	$ 1/person

USER FEES

*	Code I-A	(Families, town groups)	N/A
*	Code I-B	(Local Businesses)	$ 2/person
*	Code I-C-1	(Non-local, non-profit)	$ 2/person
	Code I-C-2, 3,4	(All others)	$ 4/person

POLICE SERVICES

*	As required by Police Dept. or special request	$ 65/hr per officer (or current contract rate)
*	Minimum 4 hrs.	
*	Contract directly with Police Dept.	
*	To be notified by User Application	

FACILITY ATTENDANT/CUSTODIAL SERVICES

*	To be contracted through the Recreation office	$ 20/hour per attendant
*	Minimum two (2) hours	

LIFEGUARDS (Salmon Brook Park)

*	To be contracted through the Recreation office	$ 15/hr per guard
*	Minimum two (2) hours	
*	Minimum two (2) guards per activity	

DUMPSTER SERVICES/PORTABLE TOILETS

*	Current rate for extra removal of trash	$ 75
*	Portable toilet rentals	$110/unit per weekend

INSURANCE REQUIREMENTS

The Salmon Brook Park user, agrees to carry the following insurance coverage with an insurance company licensed in the State of Connecticut and approved by the Town of Granby. The insurance company/ies must have at least a b+ rating by Best Co. All policies will provide a 30-day notice of cancellation to the Town of Granby.

Certificates of Insurance will be presented to the Parks and Recreation Director for approval prior to the issuance of a permit and the contractor/user entering onto town property or commencing any work whatsoever. Facsimiles will not be accepted; originals only.

Comprehensive General Liability:

Limits of Liability:

Bodily Injury	Each Occurrence	$1,000,000
	Aggregate	$ 100,000
Property Damage	Each Occurrence	$1,000,000
	Aggregate	$5,000,000

Coverages

Premises/Independent Contractors/ Contractual/Completed Operations.
Contractual Liability will be broad form.
XCU (explosion/collapse/underground utilities).
Comprehensive Broad Form Liability endorsement including Broad form Property Damage Liability.
Town of Granby to be named as an additional name insured.

TOWN OF GRANBY
DEPARTMENT OF RECREATION & LEISURE SERVICES
15 North Granby Road, Granby, CT 06035
844-5356
APPLICATION FOR USE OF SALMON BROOK PARK, AHRENS PARK, BROOK PASTURE LANE, MASSACO LANE

Organization/Group/Family _____ User Code _____

Requests Use of _____

Date(s) _____ Time(s) _____ Expected Attendance _____

Person in Charge _____
Address _____ Phone (h) _____
City/St/Zip _____ Phone (w) _____ (cell) _____

2nd Contact Person _____ Phone _____

DESCRIPTION OF EVENT _____

EQUIPMENT, SERVICES OR SPECIAL SET-UPS REQUESTED: _____
_____

THE APPLICANT AGREES TO FOLLOW THE GUIDELINES ESTABLISHED BY THE TOWN OF GRANBY

HOLD HARMLESS AGREEMENT: User agrees that it will indemnify and hold harmless the town and its respective officers, agents and employees from any loss, cost, damage, expense and liability whatsoever kind or nature resulting directly or indirectly from the nature of use covered by this contract which results in bodily injury including death, personal injury or damage to property.

The Town of Granby reserves the right to close the parks, cancel or reschedule games/activities due to unforeseen events, special events or activities and where it feels it is in the best interest of the Town and/or the users to do.

☐ I have read the information contained in this packet and I fully understand it and agree to all conditions.

_____ _____
Signature of Applicant Date

Return this form by _____ (at least 10 days prior your event) with required security deposit of $ _____ to: c/o Recreation Dept., Granby Town Hall, and 15 North Granby Road, Granby, CT 06035. *Please make separate checks for deposit and users' fee* payable to "TOWN OF GRANBY".

- DO NOT WRITE BELOW THIS LINE -

Application Approval Date _____ Department Head _____ User Code _____
Cert. of Insurance _____ Custodial Service $ _____
Name of Agent_____ Security Deposit $ _____
_____ Security Staff $ _____
Usage Fees $ _____
Other $ _____

Special Conditions:
__X__ **NO** Alcohol Allowed
_____ Pick-up bathroom key & trash bags in mail slot in outside Police Dept. Lobby
_____ Immediately after event return key to mail box in front of Senior/Youth Center
_____ Remove trash from barrels to dumpster & replace w/fresh trash bags.
_____ Other: _____
_____
_____

cc:
Town Manager _____
Police Dept. _____
Public Works _____
P&R/SBP office _____
Parks & Rec. _____
Other _____

Key Issued: _____
Key Returned: _____

TOWN OF GRANBY
Indemnity Statement

The _____{Contractor/Vendor/User Group} shall fully indemnify, defend and hold harmless the Town of Granby and the Granby Department of Recreation and Leisure Services and all of their agents servants and employees to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the _____ {contractor/vendor or user group}, and even if caused by the negligence of the Town of Granby and the Granby Department of Recreation and Leisure Services or any of their agents servants or employees. This obligation shall further apply to:

(1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this {Invitation to Bid and resulting Contract}, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");

(2) liabilities arising, directly or indirectly, in whole or in part, in connection with this {Invitation to Bid and resulting contract}, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Invitation to Bid and resulting Contract; and

(3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional' fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The _____{contractor/vendor/user group} hereby covenants and agrees that the Town of Granby and the Granby Department of Recreation and Leisure Services shall be endorsed on the contractor or vendor's policies of insurance as additional insured.

The _____{contractor/vendor/user group} hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of __See Addendum Below_____, containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Granby and the Granby Department of Recreation and Leisure Services.

The _____{contractor/vendor/user group} hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the {contractor's/vendor's} insurance is primary and any insurance obtained, or self insurance provided, by the Town of Granby and the Granby Department of Recreation and Leisure Services is excess.

The _____{contractor/vendor/user group} hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any {work or use of the property} commences.

_____ _____

(Authorized Signature) (Date)

_____

(Printed Name)

Insurance Requirements (See SAMPLE)

The Salmon Brook Park vendor/contractor/user group agrees to carry the following insurance coverage with an insurance company licensed in the State of Connecticut and approved by the Town of Granby. The insurance company/ies must have at least a b+ rating by Best Co. All policies will provide a 30-day notice of cancellation to the Town of Granby.

Certificates of Insurance will be presented to the Parks and Recreation Director for approval prior to the issuance of a permit and the contractor/user entering onto town property or commencing any work whatsoever. Facsimiles will not be accepted; originals only.

Comprehensive General Liability:

Limits of Liability:

Bodily Injury	Each Occurrence	$1,000,000
	Aggregate	$5,000,000
Property Damage	Each Occurrence	$1,000,000
	Aggregate	$ 100,000
Umbrella Coverage		
	Each Occurrence	$5,000,000
	Aggregate	$5,000,000

Coverages

- Premises/Independent Contractors/ Contractual/Completed Operations.
- Contractual Liability will be broad form.
- XCU (explosion/collapse/underground utilities).
- Comprehensive Broad Form Liability endorsement including Broad Form Property Damage Liability.
- Town of Granby to be named as an additional name insured.
- Be specific as to dates and location of usage

SAMPLE

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 03/27/2009

PRODUCER

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.

INSURERS AFFORDING COVERAGE	NAIC #
COMPANY LETTER A	
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

NAME
ADDRESS

RE:

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 LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Incl. Participants GEN'L. AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [X] LOC	8502AH221369	1/01/2009	1/01/2010	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$5,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A	X	**EXCESS/UMBRELLA LIABILITY** [X] OCCUR [ ] CLAIMS MADE OTHER THAN UMBRELLA FORM OTHER THAN UMBRELLA FORM	4602AH221370	1/01/2009	1/01/2010	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
		WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describer under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
		OTHER					
A		Accident Medical	4102AH025220	1/01/2009	1/01/2010	Use this only if your organization is doing work for the Town of Granby.	
A		Catastrophic Acc	4102AH305882	1/01/2009	1/01/2010		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage applies only to teams/leagues/other groups comprised of 100% participants during scheduled & supervised activities on behalf of ___(the organization)___. Certificate is issued on behalf of ___(Name of Organization)___ for events to take place on ___((Dates must be specific)___ at ___(Specific Location)___.

Town of Granby is named as additional insured with respect to operations performed by the named insured.

Identify Town of Granby as Add'l Insured — Must be specific as to dates of usage & location(s)

CERTIFICATE HOLDER

Town of Granby
Department of Parks & Recreation
15 North Granby Road
Granby, CT 06035 0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CORPORATION 1988

This document was created with Win2PDF available at http://www.daneprairie.com.
The unregistered version of Win2PDF is for evaluation or non-commercial use only.