

LONG ISLAND GAY AND LESBIAN YOUTH, INC.
125 Kennedy Drive, Suite 100
Hauppauge, New York 11788
(631) 665-2300

LONG ISLAND PRIDE PARADE & FESTIVAL

HECKSCHER PARK * MAIN STREET & PRIME AVENUE, HUNTINGTON
TOWN OF HUNTINGTON GERARD STREET, VILLAGE GREEN & TOWN HALL PARKING LOTS
June 9, 2024 * 7:00 a.m. - 7:00 p.m.

FOOD & BEVERAGE VENDOR
RELEASE & HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Name of Vendor Organization/Business: _____
Name of Applicant/Contact Person: _____
Street Address: _____
Town: _____ State: _____ Zip: _____ Work Phone #: _____
E-Mail: _____ Cell Phone #: _____

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

VENDOR hereby agrees to release the Town of Huntington, the Town of Huntington Board of Trustees, their officers, agents and/or employees and Long Island Gay and Lesbian Youth, Inc. 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 June 9, 2024 Long Island Gay and Lesbian Youth, Inc. Long Island Pride Parade & Festival at the Town of Huntington Heckscher Park and the Town of Huntington Gerard Street, Town Hall and Village Green parking lots 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 Long Island Gay and Lesbian Youth, Inc. 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 Long Island Gay and Lesbian Youth, Inc. 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 shall provide certificates of insurance to Long Island Gay and Lesbian Youth, Inc. evidencing 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 FOOD/BEVERAGE VENDOR serving, selling and/or sampling beer and/or wine at the event is required to provide Liquor Liability Insurance coverage with limits of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) per occurrence, in addition to the aforementioned insurance requirements. Please further note that service, sale or sampling of alcoholic beverages on Town property is strictly limited to beer and/or wine. A valid NYS Liquor Authority Permit will also be required for the event.

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 and Long Island Gay and Lesbian Youth, Inc. 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 Long Island Gay and Lesbian Youth, 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 Long Island Gay and Lesbian Youth, Inc. 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 provide a copy of its Suffolk County Department of Health Services Vendor's Application and Permit for Temporary Event or in the case of a Food/Beverage Vendor with a mobile unit, a copy of his/her annual permit from the Suffolk County Department of Health Services.

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 Long Island Gay and Lesbian Youth, Inc. 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 _____)
) 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
LONG ISLAND GAY AND LESBIAN YOUTH, INC. *****