VILLAGE of HAVERSTRAW NEW YORK

40 New Main Street
Haverstraw, New York 10927
Tele: (845) 429-0300 Fax: (845) 429-0353

PEDDLER'S PERMIT APPLICATION CHECKLIST

- ☐ Copy of business certificate issued by Rockland County Clerk
- ☐ Certificate of Insurance: See attached
- ☐ Proof of Worker's Compensation Insurance (if applicable)
- ☐ If vehicle is involved with Permit:
  - Copy of vehicle insurance card
  - Copy of vehicle registration
  - Photographs of vehicle
- ☐ If food is involved in the Permit:
  - Copy of Department of Health Permit
- ☐ Completed application with 2 recent passport photos of applicant
- ☐ Paid fees
- ☐ Copy of Photo ID

Village of Haverstraw
40 New Main St., Haverstraw, NY 10927

INSURANCE REQUIREMENTS

Prior to the issuance of any permit &/or lease, the permittee &/or lessor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Haverstraw certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "permittee" &/or "lessor" as used in this indemnification agreement shall mean and include permittees &/or lessors of every tier.

1) ***Commercial General Liability Policy,*** *with limits of no less than $1,000,000 Each Occurrence/$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include the following:*

   A. *Village of Haverstraw and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" and shall apply on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.*
   B. *To the extent permitted by New York law, the permittee waives all rights of subrogation or similar rights against the Village of Haverstraw and their, assigns, officers, employees, representatives and agents.*

2) ***Comprehensive Automobile Policy,*** *with limits no less than $1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles. Required if the event involves the permittee's motor vehicles.*

   A. *Village of Haverstraw and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.*
   B. *To the extent permitted by New York law, the permittee &/or lessor waives all rights of subrogation or similar rights against the Village of Haverstraw, its assigns, officers, employees, representatives and agents.*

3) ***Workers Compensation & Employers Liability*** *covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included in favor of the Village of Haverstraw.*

4) ***Umbrella Liability,*** *with limits of no less than $1,000,000 Each Occurrence/ $1,000,000 Aggregate following form over the General Liability, Automobile & Workers Compensation. The Village of Haverstraw is to be included as an additional on a primary, non-contributory basis and a waiver of subrogation to be provided in favor of the Village of Haverstraw. Higher limits may be required and will be determined at time of request.*

Village of Haverstraw
40 New Main St., Haverstraw, NY 10927

INSURANCE REQUIREMENTS

The permittee &/or lessor shall furnish to the Village of Haverstraw Certificates of Insurance as evidence of coverage prior to the issuance of any permit &/or lease naming the Village of Haverstraw as an Additional Insured by endorsement. The permittee &/or lessor acknowledges that failure to obtain such insurance on behalf of the Village of Haverstraw constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Haverstraw. The failure of the Village of Haverstraw to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Haverstraw.

The cost of furnishing the above insurance shall be borne by the permittee &/or lessor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Village of Haverstraw
40 New Main St., Haverstraw, NY 10927

INSURANCE REQUIREMENTS

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Indemnification and Hold Harmless Agreement

INDEMNITY AND RELEASE – The Village of Haverstraw shall have no responsibility including, but not limited to, any liability for theft or vandalism to any property belonging to Vendor. Vendor shall defend, indemnify, and hold the Village of Haverstraw harmless against any and all claims, actions, proceedings, and lawsuits in connection with or arising out of this Agreement.

Indemnification and Hold Harmless Agreement

Vendor does hereby covenant and agree to defend, indemnify and hold harmless the Village of Haverstraw from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village of Haverstraw property, facilities and/or services.

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend Village of Haverstraw, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Vendor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Not withstanding the foregoing, Vendor's obligation to indemnify Village of Haverstraw, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Vendor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Vendor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Please sign, date and return.