



**TOWN OF FAIRFIELD
CONSERVATION COMMISSION**

725 Old Post Road · Fairfield · CT · 06824

Dear Applicant:

On behalf of the Town of Fairfield Conservation Commission, thank you for your interest in the Town's natural resources for your outdoor activity on open space!

Please review this permit application carefully and complete all portions that pertain to your project. Then return the following to the Conservation Department in-person or via email at **conservation@fairfieldct.org**.

- 1) **Email: Completed and Signed Permit Application** (please note that the Application must be signed in two places – the Signature page and the Terms & Conditions page.)
- 2) **Email: Certificate of Insurance with wording below:**
"The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation."

Upon review of the application package, you will receive a confirmation of completeness (via phone or email) and be placed on the Agenda to appear before the next regularly scheduled meeting of the Conservation Commission. The Commission meets every third Wednesday of every month.

Please feel free to call the Conservation Department office at (203) 256-3071 if you have any questions or need assistance.

Sincerely,

Timothy J. Bishop, MS, CEP, WPIT
Conservation Director



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Permit Application for Activity on Town Open Space

I. PROJECT NAME: _____

II. APPLICANT/AGENT: _____

Company Name (If applicable): _____

Address: _____

Phone: _____ Cell: _____

Email: _____ Fax: _____

III. FIELD CONTACT: _____

Company Name (If applicable): _____

Address: _____

Phone: _____ Cell: _____

Email: _____ Fax: _____

IV. PROPOSED ACTIVITY

Town Open Space Name: _____

Address: _____

Dates: Starting: ___MM___/___DD___/___YYYY___ Ending: ___MM___/___DD___/___YYYY___

Times: Starting: _____ Ending: _____

Estimated No. of Participants: _____

Estimated No. of Vehicles: _____

Are Attachments/Maps Provided: ___(YES/NO)___

Police/Traffic Control Necessary: _____

Portable Toilets or Water Necessary: _____

Describe Trash/Waste Management: _____



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Brief Project Description: _____

V. INSURANCE INFORMATION

Insurance Company: _____

Policy # / Expiration Date: _____

Certificate Attached: _____

*****Required by contract to list the following on the Certificate of Insurance*****

“The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.”



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VI. SIGNATURE

Applicant states the above information is complete and accurate and agrees to the Terms & Conditions and Permit provisions.

Permittee Signature

Company Name

Date

Town of Fairfield Office Use Only

Police Department Approval: _____ Date: _____

Fire Department Approval: _____ Date: _____

Health Department Approval: _____ Date: _____

Parks & Recreation Department Approval: _____ Date: _____

Public Works Department Approval: _____ Date: _____

Conservation Department Approval: _____ Date: _____

Risk Manager Approval: _____ Date: _____

Commission Use Only

Conservation Commission Approval: _____ Date: _____



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Terms and Conditions of Open Space Permit

If a permit is issued, _____ (the "Permittee") understands and agrees that in consideration of the permission given by the issuance of the permit, "Applicant" promises, covenants and agrees with the Town of Fairfield:

- 1) That Permittee and its employees and agents conducting activities under the permit shall comply with the ordinances, rules and regulations of the Town, including, but not limited to open space under the jurisdiction of the Conservation Commission, parks, beaches, recreational facilities and other Town owned and operated properties, and with any and all conditions or restrictions specified below.
- 2) Permittee shall be present during all activities carried out under the permit and is completely responsible for all damages to Town property caused by or arising out of the activities of Applicant except to the extent such damages, liabilities, claims, demands, suits or actions are caused by or arise out of the sole negligence or intentional misconduct of Town, its officers, agents or employees. By accepting the permit, Permittee specifically agrees with the Town that it is liable to the Town and shall indemnify the Town against the expense of repairs of any and all damage to the park, beach, recreational place or facility under the permit, including but not limited to damage to lawns, plants, trees, paths, roads, bridges, waters, buildings, equipment or other property or facility of every sort, clean-up of litter and trash and additional expense of extra Town personnel; or expense or damage caused by breach of Town ordinances, rules or regulations pertaining to Applicant's use of the park, beach, recreational place or facility or breach of conditions or restrictions specified below.
- 3) By accepting the permit Permittee agrees with the Town that it shall defend, indemnify, protect and hold harmless the Town, its officers, agents and employees from and against any and all liabilities, claims, demands, suits or actions including all costs and expenses of defense and otherwise, and including all attorneys' fees on account of bodily injury, sickness, disease or death sustained by any person, persons or injury or damage to or destruction of any property directly or indirectly arising out of activities by Applicant except to the extent such damages, liabilities, claims, demands, suits or actions are caused by or arise out of the sole negligence or intentional misconduct of Town, its officers, agents or employees.
- 4) The Permittee agrees to provide a Certificate of Insurance ("COI") in accordance with the Agreement a minimum of thirty (30) days prior to the scheduled event date. Should the Permittee fail to provide COI within this timeframe, the Town of Fairfield reserves the right to cancel said event and retain deposit. Visit <https://app.gatherguard.com/> offering one insurance option through CIRMA.
- 5) The Permittee assumes all risk for the activities being conducted under this permit and shall solely be responsible for all damages, accidents and injuries to persons and to property caused by the acts or negligence of the Permittee or any persons or persons in attendance at the event, in employ or under the control of the Permittee. Permittee hereby covenants and agrees to indemnify, defend and hold harmless the Town, its officers, employees, agents, volunteers, servants, officials, Boards and Commissions from any and all claims, suits, losses, damage or injury to person or property of any kind and nature whether direct or indirect arising out of activities conducted under this permit. Permittee specifically further releases, absolves, indemnifies and waives, any claims against the Town of Fairfield, the Fairfield Conservation Department, Conservation Commission, their organizers, sponsors and any supervisors appointed by them for liability for their negligence.



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- 6) Permittee must provide adequate supervision of attendees to insure proper conduct and safety. The Permittee agrees that a determination by the Conservation Commission or their Agent will be accepted as final in evaluating activities, which can be deemed as improper or unsafe that Permittee will fully comply with any decisions in this matter. Any requests the attendant makes to the Permittee must be abided by and failure to respond to a legitimate request promptly can lead to Police Department involvement and/or immediate termination of this Permit and the event.
- 7) It is within the purview of the Conservation Commission and its Agent to deem our facilities eligible or ineligible for use.
- 8) The Town of Fairfield is not responsible for lost or damaged goods.
- 9) The Permittee is responsible for leaving the event space in a clean, orderly manner and responsible for removal of all trash and materials used within the event space.
- 10) Before a permit will be issued and until final completion of all activities under a permit, Applicant shall procure and maintain insurance satisfactory to the Town naming the Town, its officers, agents and employees as additional insureds.
- 11) The permit covers use of the specified area only and does not include permission to use other town areas.
- 12) Standard time frame for this permit is related to the hours between sunrise and one hour after sunset. All arrangements necessary for setup, breakdown, deliveries, etc. must be detailed and approved by the Conservation Commission or its Agent.
- 13) Additional time may be permitted with the approval of the Conservation Commission or its Agent.
- 14) Arrangements for traffic and any desired or required security or protection shall be made with Town respective Departments.
- 15) A Police Officer is required for all parties over 125 guests/participants or at the Discretion of the Conservation Commission or its Agent. The fee is \$333.08 and subject to change. Should the Permittee fail to provide payment for said fee thirty (30) days prior to the event date, the Town of Fairfield reserves the right to cancel said event and retain deposit.
- 16) If Permittee intends to offer intends to offer a cash bar or include alcohol as part of the ticket cost, a Temporary Liquor License is required. It is the responsibility of the Permittee to obtain necessary license from the State of Connecticut. A copy of the Temporary Liquor License and Liquor Liability Coverage will be provided a minimum of thirty (30) days prior to the event date. The Town of Fairfield reserves the right to remove guests for abuse of alcohol, disorderly conduct or other similar cause, or cancel said event and retain deposit.
- 17) Permit must be in the possession of the Permittee, kept on site at all times and must be available to inspection upon request by Town of Fairfield officials or the Public. Permit may not be assigned, transferred, altered or the terms varied without written consent of the Town of Fairfield.
- 18) It is understood and agreed that the permit is a grant of permission to use only and that Permittee and all persons conducting activities under a permit are and remain independent contractors.
- 19) The Town may immediately revoke any permit upon discovery of false or misleading statements in the application or for violation of any material terms of this application or permit.



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- 20) The Town reserves the right to require Town employees to be present for supervision at the Permittee's expense.

- 21) The Permittee understands that during the review process, the Conservation Commission may require additional conditions specific to the location, activity or other characteristics of this permit and they shall be attached hereto.

We have carefully read the terms, conditions, and agreements above and, if a permit is issued, in consideration of the issuance of said permit, agree to be fully bound by said terms, conditions and agreements.

Permittee Signature

Company Name

Date