

GOVERNORS ISLAND  
PRESERVATION & EDUCATION  
CORPORATION

**Part I**  
**Special Use Permit Application**

(for use by community and civic groups, school groups and non-profit youth, special needs  
and senior-based community organizations)

**All inquiries concerning the GIPEC Special Event Permit process shall be addressed to  
Lynda Realmuto, Director of Special Events and Programming  
phone: 212.440.2202, or by email: events@empire.state.ny.us.**

**A non-refundable \$25 Processing Fee must be submitted with each application.  
Make checks payable to the Empire State Development Corporation and mail to  
GIPEC, attn: V.P, Special Events, 10 South Street, Slip 7, New York, NY 10011**

**PERMITTEE INFORMATION**

ORGANIZATION: \_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
E-mail Address Telephone number

TYPE OF ORGANIZATION \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Direct Tel. No. \_\_\_\_\_

**EVENT INFORMATION**

TYPE OF EVENT \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_

PURPOSE OF EVENT \_\_\_\_\_

LOCATION REQUESTED ON GOVERNORS ISLAND \_\_\_\_\_

Specific location (include piers, buildings, open space and streets). Please circle areas on attached map (Exhibit B):

TOTAL NO. OF EVENT ATTENDEES: \_\_\_\_\_

TIME EVENT BEGINS \_\_\_\_\_ TIME EVENT ENDS \_\_\_\_\_

TIME SET-UP BEGINS \_\_\_\_\_ TIME LOAD-OUT ENDS \_\_\_\_\_

Describe planned activities in detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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TOTAL FEE PAYABLE BY PERMITEE FOR EVENT \$ \_\_\_\_\_

FEE DUE AT TIME OF SIGNED AGREEMENT (50%): \$ \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_

Do you plan to drive vehicles onto Governors Island? YES \_\_\_ NO \_\_\_ [Note: only vehicles for event set-up will be allowed and must be approved by GIPEC.

Will the event be advertised? YES \_\_\_ NO \_\_\_ If yes, describe advertising plan including dates and media outlets. Note: advertising plans require GIPEC's prior written approval.

\_\_\_\_\_

Will participants or spectators be charged? YES \_\_\_ NO \_\_\_ If yes, how much?

\_\_\_\_\_

Will there be vendors at the event? YES \_\_\_ NO \_\_\_ If so, describe vending arrangements in detail. Be specific, including a list of items and prices. Attach additional sheets if necessary. Note: all vendors and vending arrangements require GIPEC's prior written approval.

\_\_\_\_\_

Will any pamphlets, handbills, or advertising matter of any kind be distributed at the event? Describe these materials and reason for distribution. \_\_\_\_\_

\_\_\_\_\_

Insurance Information (Permit Application must be submitted with original Certificate(s) of Insurance):

Insurance Broker: \_\_\_\_\_ Phone: \_\_\_\_\_

Policy #: \_\_\_\_\_ Coverage Amount: \_\_\_\_\_ Date: \_\_\_\_\_

The Governors Island Special Use Permit consists of Part I (Application), Part II (Terms and Conditions), Exhibit A (Insurance Requirements) and Exhibit B (Map).

I hereby apply for a Special Use Permit for the activities indicated above. The information provided on this Permit Application is complete and accurate to the best of my knowledge. I have read all the terms and conditions contained in this Permit and agree to be bound by them and further acknowledge that failure to do so may lead to the cancellation of the event, the denial of future permit applications, or other legal action by GIPEC. I understand that submitting this application does not guarantee the granting of requested permits.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## GOVERNORS ISLAND PRESERVATION AND EDUCATION CORPORATION

### Special Use Permit – Part II Terms and Conditions

1. This Permit, when granted, is subject to the terms and conditions set forth herein. This permit is not effective until signed on behalf of GIPEC below and the event fee is paid in full. The Permit is not assignable or transferable by Permittee. An original hereof must be in Permittee's possession at all times while on the Island and shall be shown to any GIPEC representative upon request. "GIPEC representative" shall include all GIPEC employees, its facilities manager and subcontractors. GIPEC shall have the right to have staff present during the conduct of any activities pursuant to this Permit. Permittee shall be bound by and comply with all applicable laws and regulations, and any special instructions given by any GIPEC representative. During the planning stages of the event, GIPEC may alter or add terms and conditions as it may deem necessary.
2. Permittee acknowledges that all aspects of the event, including but not limited to plans for set-up, activities, signage, and all vendors must be approved by GIPEC. Vendors must have all required New York City, New York State and, if applicable, federal permits.
3. Permittee must obtain GIPEC's approval on all printed materials associated with the event.
4. Permittee acknowledges that set-up vehicles only will be allowed on the Island.
5. This Permit grants permission solely for the activity described herein and the Permittee shall conduct no other activities on the Island. Permittee will provide any additional information regarding the activities to be conducted pursuant to this permit upon request of any GIPEC representative. Permittee, at its sole cost and expense, shall obtain all licenses and permits that may be required for its activities on the Island. Any special effects must be explained to, and approved by, an on-site GIPEC representative before they are undertaken. Permittee shall not conduct nor allow any use or activity that violates any applicable law.
6. This Permit shall not be construed as in any way granting Permittee any interest in the Island or any part thereof. It is intended by the parties that this Permit merely grants Permittee a limited right to enter upon the Island in accordance with the terms hereof.
7. **Permittee expressly acknowledges that GIPEC does not own, and this Permit, if granted, does not provide any rights or permission with respect to any portion of the National Monument Property located on Governors Island (as identified in Exhibit B of this Application). Inquiries regarding the National Monument Property should be addressed to: Michael Shaver, Governors Island National Monument office, at (212) 825-3045 or [mike\\_shaver@nps.gov](mailto:mike_shaver@nps.gov).**

8. **Prohibited Activity.** (a) It is understood that no alterations are to be made to the exterior or interior of sites without the express written permission of GIPEC. Cutting, pruning or attaching signs, awnings or other items to plants or trees is strictly prohibited. (b) Permittee will not use or permit the use of any explosives or substances that are prohibited under standard policies of insurance companies in the State of New York. (c) No alcoholic beverages may be sold, distributed or otherwise permitted on the Island unless expressly consented to by GIPEC and unless all appropriate insurance therefore is in place. (d) No dogs or other animals (other than service animals) are permitted on the Island. (e) **Permittee acknowledges that the Island has a history of use as a military installation and that subsurface unexploded ordnance may be present at any location on the Island. Therefore, all ground-disturbing activities, such as digging or staking into the ground, are strictly prohibited and will constitute a violation of this Permit. Permittee hereby expressly assumes all risks associated with any such prohibited activity.**
9. Permittee acknowledges that GIPEC maintains limited emergency medical and security services on the Island. Permittee is fully and solely responsible for and will, at its sole cost and expense, make provision for on-site medical and security services that are proper and sufficient for the activities being conducted pursuant to this permit, for the number and needs of the participants in those activities, and that are satisfactory to GIPEC.
10. Provisions for portosans must be made to the satisfaction of GIPEC (at least one portosan per 100 persons is required) and, if required by any applicable law, the provision of one or more portosans accessible to disabled persons.
11. Immediately upon the completion of the activities covered by this Permit, Permittee shall provide cleanup and maintenance services necessary in GIPEC's judgment to restore the Licensed Premises to the condition prior to the Permittee's use. Cleanup shall be subject to GIPEC's satisfaction. If additional clean-up services are deemed necessary by GIPEC, such services will be provided by GIPEC representatives and performed to GIPEC's satisfaction at a minimum cost to the Permittee of three hundred dollars (\$300) per day.
12. It is understood that the Premises is located on an Island, is only reachable by ferry service and that GIPEC generally provides limited, regularly scheduled ferry service to the Island. The Permittee shall be permitted to use the regularly scheduled ferry runs (generally nine (9) round trip ferry runs each weekday, except holidays during the Permit term from 6:45 AM to 5:00PM). Permittee may request ferry runs outside of the regular schedule between the hours of 6:45AM and 5:00 PM and/or ferry runs between the hours of 5:30 PM to 7:00 AM, which may be granted in GIPEC's sole discretion and upon the payment of additional fees. GIPEC, however, does not guarantee the availability of ferry service to and from the Island and assumes no liability whatsoever for any unavailability of ferry service during the term of this Permit or otherwise.
13. GIPEC shall not be responsible for providing any utility or service, including but not limited to gas, electricity, restrooms, etc, in excess of that which is already available and can be provided without detriment to GIPEC's operations. **Permittee expressly acknowledges that there is no potable water on the Island.** Permittee should provide all necessary supplies of potable water for the activities conducted hereunder. Permittee shall also provide for its own generators or utility services, at its own cost and expense, when Permittee's needs exceed that which GIPEC can provide.
14. It is understood that a fee is involved with the issuance of this Permit. The amount of the fee will depend, in part on the nature and extent of the activities to be conducted but shall include, without limitation, costs associated with the following: ferry service, security, maintenance, clean up,

waste disposal and utilities. **Permittee shall pay fifty percent (50%) of the event fee at the signing of this Agreement. The balance shall be paid and must be received by the GIPEC office no later than five (5) business days prior to the event. All payments shall be made by [certified?] check made payable to Empire State Development Corporation and mailed to GIPEC at the address listed in Part I of this Permit.** Permittee shall remain responsible to pay or reimburse GIPEC for any additional expenses GIPEC may incur as a result of Permittee's activities, whether or not in accordance with this Permit, including, without limitation, additional cleanup expenses as set forth in paragraph 11 above, and any expenses associated with additional security, ferry, waste disposal and utility costs as may be applicable.

15. It is understood that this Permit is not transferable and is subject to immediate cancellation or termination at anytime without prior notice by a GIPEC representative who, in his/her sole discretion, determines that a violation of this Permit has occurred. Any misrepresentation by Permittee regarding the activities being or to be conducted pursuant to this Permit shall constitute a violation. GIPEC shall also have the right to terminate this Permit, with or without cause, at any time in its sole discretion upon notice to Permittee. Basis for termination without cause may include, but is not limited to, weather conditions, ferry and crew availability, security, temporary closures pending adoption of the Master Plan, temporary closures for redevelopment, reconstruction, repair, maintenance and restoration of public open space, areas and facilities. GIPEC shall bear no responsibility whatsoever for any termination of this Permit with cause. In the event this Permit is terminated without cause, GIPEC's liability shall be limited to the return of any fee or portion thereof paid to the date of the termination. In the event that Permittee cancels the event, after the grant of this Permit, any fee or portion thereof paid to GIPEC shall be forfeited and Permittee shall further be responsible for and shall promptly pay all expenses and liabilities incurred by GIPEC in preparation for the event prior to the date of the cancellation.
16. Permittee is responsible for the conduct of all activities pursuant to this Permit and for the behavior of all event participants and all invitees of the Permittee, whether or not in connection with the event. In addition to and in no way in limitation of the forgoing sentence, GIPEC shall not be responsible for the supervision of minors at the event. Permittee represents that the activities to be conducted pursuant to this Permit are suitable for all participants who are minors. Permittee further covenants and agrees to provide proper and adequate supervision given the ages and number of participants who are minors, and the location and nature of the activity in which they will be participating. In addition to and not in limitation of the assumption of risk and indemnification provisions contained elsewhere herein, Permittee agrees to indemnify, defend and hold harmless each of the Indemnitees identified in paragraph 18 below for any damage or injury (including death) to any property (including GIPEC personnel, any participant and any third party), that might occur as a result of Permittees failure to provide such proper and adequate supervision.
17. Permittee has physically inspected and hereby accepts in their "as is" condition all areas of the Island to be used for the conduct of activities under this Permit as well as the Battery Maritime Building, Slip 7. Permittee acknowledges that no representations or warranties, express or implied, have been made by GIPEC or any entity affiliated with GIPEC with respect to the site, the physical condition thereof, or the use that may be made of the island or any part thereof. Permittee, on behalf of itself and all persons, including without limitation, its agents, employees, contractors and subcontractors, invitees and members of the public, assumes all risks of injury to persons (including death) or damage to property that may result from the use of the Island pursuant to this Permit whether or not such use is in compliance with the Permit or otherwise.



## EXHIBIT A.

### GIPEC SPECIAL USE PERMIT INSURANCE REQUIREMENTS

- A. Permittee throughout the term of this Permit, or as otherwise required by this Permit, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below, with GIPEC and related parties listed as additional insured, and as required by terms of this Permit, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) for all individual areas included in the Permitted Premises:
- i. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence. Such liability shall be written on the Insurance Service Office's ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage(s) and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage;
  - ii. Workers Compensation, Employers Liability, Disability Benefits as required by New York State;
  - iii. If this Permit approves the use of any vehicle on the Island then Permittee shall maintain Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles;
  - iv. If this Permit approves the landing, docking or berthing of any vessel at Governors Island, then Permittee shall maintain Protection and Indemnity Insurance or proof of other third party liability with limits of not less than \$25,000,000 or higher as required by GIPEC. Such Insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo;
  - v. If Permittee is serving liquor, Liquor Liability or Special Event insurance is required with a limit of not less than \$5 million;
  - vi. If volunteers will participate in any of Permittee's activities, then Permittee shall maintain Commercial General Liability and Workers Compensation Insurance providing coverage for volunteers;
  - vii. Accidental Death or Dismemberment insurance is required for all sports leagues and other Permittees, as necessary.

- B. All insurance required by the hereunder shall be:
- i. Obtained at the sole cost and expense of Permittee, unless otherwise noted;
  - ii. Maintained with companies that may lawfully issue the required policy and have rating as set forth in paragraph D below, unless prior written approval is obtained from the GIPEC;
  - iii. Primary and non-contributing to any insurance or self-insurance maintained by GIPEC;
  - iv. Endorsed to provide written notice be given to GIPEC, at least (30) days prior to the cancellation, non renewal, or material alteration of such policies, which notice evidenced by return receipt of United States Certified Mail, shall be sent to GIPEC at the following business address: 10 South Street, Battery Maritime Building, Slip 7, NY, NY 10004; and
  - v. **Written to name the following as additional insureds thereunder (“Additional Insureds”): The Governors Island Preservation & Education Corporation (GIPEC), The State of New York, the City of New York, the New York State Urban Development Corporation d/b/a Empire State Development Corporation, the New York City Economic Development Corporation, Turner Construction Company, and each of their commissioners, directors, officers, agents, employees, contractors, successors and assigns including, Harbor Ferry Services, LLC.**
- C. Permittee shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by GIPEC. Such approval shall not be unreasonably withheld.
- D. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to GIPEC and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.
- E. Permittee shall cause all insurance to be in full force and effect on the commencement date of this Permit and to remain in full force and effect throughout the term of this Permit and as further required by this Permit. Permittee shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date of any policy, Permittee shall supply GIPEC with updated replacement Certificates of Insurance, and amendatory endorsements.
- F. Waiver of Subrogation. Permittee shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer’s right of subrogation against GIPEC or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Permittee waives or has waived before the casualty the right of recovery against GIPEC or other Additional Insureds set forth above, or (ii) any other form of permission for the release of GIPEC or other Additional Insureds.
- G. Upon submission by applicant of this Permit, Permittee shall provide GIPEC with Evidence of Insurance reflecting compliance with all requirements contained in this Permit. Acceptance and/or approval by GIPEC does not and shall not be construed to relieve Permittee of any obligations, responsibilities or liabilities under this Permit.
- H. Permittee shall require its sub-lessees, concessionaires, sub-permittees, licensees, contractors and subcontractors to carry insurance with the same limits and provisions as provided herein.

**SCHEDULE A- SPECIAL EVENT PERMIT**

| <b>LOCATION</b> | <b>DATE</b> | <b>TIME</b> | <b>DESCRIBE EVENT IN DETAIL</b> |
|-----------------|-------------|-------------|---------------------------------|
| 1.              |             |             |                                 |
| 2.              |             |             |                                 |
| 3.              |             |             |                                 |
| 4.              |             |             |                                 |
| 5.              |             |             |                                 |
| 6.              |             |             |                                 |