

FIREWORKS DISPLAY HOLD HARMLESS AGREEMENT

Town of Clayton

Ref: NY State Penal Law, Article 405.00

Between the Town of Clayton and _____,
(Print name of Fireworks Contractor)

Witnessed:

1. _____ (Contractor) agrees to release, indemnify, and hold harmless the Town of Clayton, its officers and employees, from and against any loss, damage of liability, including attorney's fees and expenses, incurred by the latter and their respective employees, agents, or other representatives arising out of or in any manner relating to the manufacture, installation, firing and disassembly of any pyrotechnic equipment or device and / or the supervision and presentation thereof:

2. The applicant (Contractor) has furnished the Certificate of Insurance with limits of liability described below:

- a. Workers Compensation / Employers Liability _____
- b. Automobile Liability: _____
- c. General Liability: _____
- d. Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the Municipality and applicable associations, recreations, or committees formed by the Municipality to organize the "event" named as additional insured on all liability policies.

Event Name: _____ Date: _____ Time: _____

Rain Date if Applicable: _____ Time: _____

Name of Applicant (Fireworks Contractor / Operator) (print): _____

Signature of Applicant (Fireworks Contractor / Operator): _____ **Dated:** _____

Signature of Witness: _____ **Dated:** _____

Name of Applicant (Event Sponsor/Organization) (print): _____

Signature of Applicant (Event Sponsor/Organization): _____ **Dated:** _____

Signature of Witness: _____ **Dated:** _____

Required Documents Attached:

Event Sponsor/Organization: Proof of Insurance (\$1 MIL Liability Minimum) & Copy of Contract Between Sponsor and Contractor

Fireworks Contractor/Operator: Proof of Insurance (\$1 MIL Liability Minimum), Proof of Alcohol, Tobacco & Firearms (ATF) License & Site Plan for display.