



**PERMIT MUST BE ON-SITE
WITH PERMITTEE AT ALL
TIMES OF THE EVENT**

-THIS IS NOT AN APPROVED PERMIT -

Permit Number: 590712

Name of Permittee: Fall 21

Scheduled Date(s) and Hours for Field Use ("Field Use Schedule"): [See Exhibit A]

Effective Date of Permit ("Permit Date"): 27-Jul-2021

Field Location ("Premises"): See Exhibit A

Permittee Contact Person: Susan Kushner

Permittee Phone Number: (917) 494-1786

Permittee Email: buttonbabe@aol.com

Total Permit Fee*: 0.00

Trust Contact Person: Nyiah Grimes

Trust Contact Phone Number: (917) 661-6801

Trust Contact Email: ngrimes@hrpt.ny.gov

Notes:

Permittee COVID-19/Safety Plan required (**Exhibit C**)

The Trust reserves the right to established non-permittee "open play" hours during field use hours.

Standard Terms and Conditions

1. This Permit shall not be effective until Permittee has paid the Permit Fee and Security Deposit required to be paid under this Permit to the Trust. A non-refundable \$25 Processing Fee must be submitted with each application.
2. The Permittee throughout the term of the Permit must purchase and maintain, in full force and effect, insurance coverage as described in **Exhibit B**. This Permit shall not be effective until Permittee has delivered proof of insurance in a form and substance reasonably satisfactory to the Trust.
3. All groups using the Pier 40 Recreation Fields, Chelsea Waterside Park Field, Pier 25 Turf Field, and/or Pier 26 Sports Court must obtain a written permit from the Trust (unless otherwise posted).
4. Applications for the sessions may be submitted no more than six (6) months in advance of the start of each season. Each season is booked separately - you cannot reserve a time slot for multiple seasons, and you are not guaranteed sessions in concurrent seasons. Fields are booked on a seasonal basis and for a full session, not on a per day basis.
5. One (1) individual must be designated to file the application and serve as contact for all permit issues.
6. Youth Organizations will be given priority for weekend days and weekday after-school sessions.
7. Session Fees for Adult Groups are due within ten (10) business days of notification that a permit has been issued, and no less than 24 hours in advance of field use in cases of late bookings.

8. Applying for a permit does not guarantee that the requested times/fields will be granted. Hudson River Park Trust reserves the right to use its discretion to determine how many and which hours each team/organization may receive.
9. Permittee shall not sell or distribute single use plastic bottle(s), straw(s), cup(s), tableware, bag(s), utensil(s), food container(s), and stirrer(s), in accordance with the Trust's Park Over Plastic initiative; information on Park Over Plastic can be found at: <https://hudsonriverpark.org/the-park/sustainability/park-over-plastic/>. A list of some current plastic alternative vendors and products are included in the Green Resource Guide, which can be found at: https://hudsonriverpark.org/app/uploads/2020/11/HRPK_Park_Over_Plastic_Green_Guide.pdf.
10. Permittee is encouraged to use plastic alternatives and reusable items including portable beverage coolers and bottles. Permittee must appropriately recycle waste as per NYC Sanitation guidelines, which can be found at: <https://www1.nyc.gov/assets/dsny/site/services/recycling>.
11. Permit does not give the Permittee the right to sell or offer for sale any articles, tickets or refreshments within or adjacent to the Park. All sales require a separate Permit issued by the Trust.
12. Please secure all personal property while using the fields. The Trust is not responsible for any items left unattended. In an effort to make the Pier 40 Courtyard Fields a more secure environment, the Trust has supplied lockers and pack racks for field users to store their personal property during their permitted usage times. Lockers are located in the tunnel entrance to the Pier 40 Courtyard fields and bins are located on the perimeter of the fields. In order to use the lockers field users must bring their own lock. Storing items overnight is strictly prohibited (1:00 A.M. to 6:00 A.M.). Locks will be clipped after 1A.M. NYPD will cut the lock, remove the personal property from each locker and secure it at the Sixth Precinct where field users can reclaim the personal property.
13. Permittee must confine their activities to the locations and times specified on the permit.
14. To ensure that as many groups as possible are able to use the fields, the following policy is in effect:
 - a. Groups are expected to use the Fields on the date(s) and time(s) specified in their permits.
 - b. For all teams: minimum numbers of players expected to use the fields during each session are twelve (12) for the Indoor Field and twenty (20) for any of the Outdoor Fields.
 - c. Permittees should call the Pier 40 Recreation Office a minimum of twenty-four (24) hours in advance if unable to use the assigned sessions so the Trust can try to accommodate other applicants.
 - d. Permits for any groups who cancel, do not use, or under use the granted sessions three (3) or more times during the season may be subject to the revocation of remaining permits and potential disqualification from future seasons of play.
15. The Trust reserves the right to cancel particular permitted dates in the event of scheduling conflicts. In the event of a cancellation, the Trust will inform the Permittee as soon as feasibly possible and refund the Permittee a prorated portion of the Permit Fee.
16. The Permittee is responsible for the conduct of anyone playing under the Permit and will be liable for damages to persons or property arising from such conduct.
17. Pamphlets, handbills or advertising material of any kind may not be posted, placed or distributed at the fields, unless written permission is granted by the Trust.
18. No alcoholic beverages, barbecuing, excessive noise, pets, smoking, rollerblading, riding scooters, skateboarding or bicycling is allowed on or adjacent to field areas.

19. Littering is prohibited. The Permittee is responsible for cleaning and restoring to its proper condition all areas of the Park affected by the Permittee's use.
20. Bagged lunch/snacks may be consumed off the fields and along the sidelines during the permitted time, but additional gathering permits may be required. Please speak with the Public Programs Manager for more details to insure you will not be in violation of the Permit.
21. Moving bleachers onto the field from their current sideline location is strictly prohibited.
22. Pitchers mounds and soccer goals may be moved to the side of the fields when not being used, but they must not be removed from the fields. They must remain on the turf at all times.
23. An adult must supervise all Youth Organizations at all times. Minimum of one adult per 12 children.
24. All children who are not participating in on-field play must be supervised by a parent or guardian while on the grounds of the Park.
25. Permittee must vacate the premises promptly at the ending time stated on the Permit or face revocation of Permit.
26. Cleats, soft-soled shoes, dress shoes, and carbon black marking shoes are prohibited on the Pier 26 Sports Court. Turf or molded cleats are permitted on all other athletic fields.
27. Marking of the fields or any other field maintenance is strictly prohibited.
28. For all non-emergency situations, Permittee should call the 24/7 Operations Desk at (212) 242-6427 or the Trust Contact Person. In the event of an emergency, Permittee should call 911 and then the Trust's 24/7 Operations Desk.
29. Notwithstanding any other provisions of the Permit, the Permittee's status (and that of any subcontractor) shall be that of an independent contractor and not that of an agent or employee of the Trust. Accordingly, neither the Permittee nor any subcontractor shall hold itself out as, or claim to be acting in the capacity of, an employee or agent of the Trust.
30. Permittee shall, with respect to the Permit and the Premises, comply with, or cause compliance with, all Hudson River Park (the "Park") rules and regulations posted on the Trust's website at <http://www.hudsonriverpark.org/about-us/hrpt/rules-regulations> . The Permittee shall remain subject to all rules, regulations and laws of the City, State and federal departments insofar as applicable.
31. Permittee may not assign, sub-permit, transfer, sell, duplicate, or otherwise allow any entity, person, or party to use and occupy the Premises, or have any of the rights and privileges conveyed to Permittee by this Permit. A violation of this section may result in revocation of all permits issued to the Permittee.
32. The Trust reserves the right to close the entirety or portions of the Park including the Premises, to ensure public safety at any time.
33. Permittee has inspected the Premises and is familiar with its condition. The Permittee will not make any changes, alterations, additions, or constructions, to the Premises. Permittee shall accept the Premises in its "as-is" condition on the Permit Date and shall surrender the Premises to the Trust by the end of the Term of the Permit in the same condition as received on the Permit Date. No allowance for ordinary wear and tear is granted hereunder due to the short duration of the Term of the Permit.
34. The Trust has not made nor does it make any representations or warranties, whether verbal or written, as to the condition, fitness, or merchantability of the Premises for Permittee's intended use and occupancy. All warranties at law or in equity are expressly disclaimed.

35. The Trust may terminate the Permit for cause, including but not limited to breach of any covenant or agreement contained in the Permit.
36. In accordance with Article 15 of the Executive Law (also known as the NYS Human Rights Law), Title 8 of the New York City Administrative Code (also known as the NYC Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics, military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status. Neither shall the Permittee discriminate in the use of these Premises or any access to these Premises if such Premises are used as a public accommodation or in connection with a public service.
37. Use of Trust facilities constitutes Permittee's acceptance of the terms and conditions contained in the Permit.

Exhibit A

Field Use Schedule

Scheduled Rentals (39)				
Date	Time	Hrs	Title	Venue
8/28/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
8/28/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
8/29/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/4/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
9/4/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/5/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/11/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
9/11/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field

9/12/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/18/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
9/18/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/19/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/25/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
9/25/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
9/26/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/2/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
10/2/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field

10/3/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/9/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
10/9/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/10/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/16/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
10/16/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/17/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/23/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
10/23/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field

10/24/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/30/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
10/30/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
10/31/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
11/6/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
11/6/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
11/7/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
11/13/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
11/13/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field

11/14/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
11/20/2021	10:00 AM To 1:00 PM	3:0	Susan Kushner - Greenwich Village Little League	Chelsea Waterside
11/20/2021	1:00 PM To 6:00 PM	5:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field
11/21/2021	8:00 AM To 11:00 AM	3:0	Susan Kushner - Greenwich Village Little League	Pier 40 Courtyard - West Field

Date	Time	Hrs	Title	Venue
Total Hrs: 143:00:00				

Exhibit B
Insurance

- a) The Permittee shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the "Schedules of Forms and Endorsements" and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Exhibit B. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Permittee of any obligations, responsibilities or liabilities under this Exhibit B.
- b) All insurance required by this Exhibit B shall include the following as "Additional Insured" if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) [Intentionally Omitted].
- d) Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published A.M. Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least "A-" Class "VII" in the most recently published A.M. Best's Insurance Report.
- e) Permittee shall cause all insurance to be in full force and effect as of the execution date of the Permit, or as of the date indicated in a "Notice to Proceed" if issued by the Trust, and to remain in full force and effect throughout the Term of the Permit and as further required by this Exhibit B. 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. Coverage shall:
 - 1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.
 - 2. Be obtained at the sole cost and expense of Permittee and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
 - 3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014
 - 4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.

- f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law Section 240 (Scaffold Law) or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
- g) Upon the renewal date of any insurance policies, the Permittee shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.
- h) Permittee shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.
- i) Permittee, throughout the Term of the Permit, or as otherwise required by this Exhibit B, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Exhibit B, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):
 - (1) **Commercial General Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate**, which must apply on a per location or per project basis. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises.
 - (2) **Workers Compensation, Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to the Permittee's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.
 - a. The NY State Workers Compensation Board guideline regarding these requirements is available at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
 - b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
 - c. If the Permittee is not a NY State based business, then the Permittee must provide a copy of its Workersâ€™ Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

EXHIBIT C
COVID Management Plan

Permittee will provide supplementary masks and hand sanitizer on site to its personnel, and ensure they are readily/easily accessible.

Permittee will provide an attendance record of its players and personnel who are present during field use (all permitted timeslots). The Trust may require these records for tracing purposes, if necessary. The Trust agrees that the attendance record shall remain confidential and that the Trust shall not share such record except to the extent necessary for contact tracing (strictly sharing only with those who are directly involved in the contact tracing, and the Trust shall provide permittee with the name(s) of all people with whom the Trust has shared such record) or as otherwise required by law. The Trust agrees to alert Permittee prior to any such release or sharing of information. The Trust shall provide permittee with the name(s) of all Trust personnel assigned to work (i.e., manage, monitor, coordinate) at the field site.

The Trust must be notified of any positive COVID-19 tests, up to and including one week subsequent to any field use, on any attendees, as soon as practicable, and no later than 24 hours after Permittee knows about the results. Should any Trust employee who has worked at the field site during this field use (including but not limited to the Trust's Public Programs staff) have a positive COVID-19 test up to and including one week subsequent to the field use, the Trust shall inform Permittee as soon as practicable, and no later than 24 hours after the Trust knows of such results.

Permittee COVID Workplace protocol has been received.

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