



**Firemen's Association of the State of New York  
FASNY Facility Request Form**  
(Requests must be submitted 60 days prior to use date)

Date of Request: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_  
Work: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

Description of Activity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of What FASNY Buildings/Facilities/Grounds is being requested for use: \_\_\_\_\_  
\_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Facility use From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

FASNY Staff Required: Yes/No  
If Yes: Dietary Department Yes/No (services may be billed to user)  
Maintenance Department Yes/No  
Activities Department Yes/No

Will there be sales of food, beverages, merchandise, etc.? Yes/No  
If Yes: Please describe: \_\_\_\_\_  
\_\_\_\_\_

Does your organization have insurance? Yes/No  
(If yes, see insurance requirements for required certificate)

Organization Representative: \_\_\_\_\_  
Signature Date

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

Signature of FASNY Reviewer: \_\_\_\_\_  
Signature Date



**THE FIREMEN'S ASSOCIATION OF THE STATE OF NY, INC.**  
Applicant Agreement and Insurance Requirements

This agreement is between \_\_\_\_\_ hereinafter called Applicant, and FASNY, its affiliates, employees and authorized representatives, hereinafter called FASNY.

Applicant hereby agrees to indemnify, defend and hold harmless FASNY the Owner of property located at Harry Howard Avenue, Hudson, NY and 107 Washington Avenue, Albany, NY and its employees, agents, and authorized representative, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses whether arising in preparation of, during, or related to completion of applicant's events on FASNY property and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault, or negligence whether active or passive of Applicant, or of anyone acting under its direction or control caused by the Applicant's negligence. Applicant's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

FASNY shall not be held responsible or liable for the events, actions or negligence of the Applicant, or for any injuries to persons or damage to property resulting from these events, actions or negligence held on FASNY property or any third party. The Applicant hereby indemnifies and agrees to hold harmless FASNY and its employees from and against any and all claims, judgments, and damages to persons or property occasioned by the event, including injury to the Applicant's employees, FASNY, its employees and customers, due to Applicant's actions or negligence.



**The Firemen's Association of the State of NY, Inc. Inc.**  
Applicant Service Agreement

**Insurance Requirements**

- A.** The Applicant shall provide and maintain in full force and effect during the term of the Contract, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability no less than those shown herein:
1. Workers' compensation and employers liability. The commercial umbrella and/or employer liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
  2. Commercial general liability (CGL) and, if necessary, commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
  3. Business auto liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$ 1,000,000 each accident.
  4. Liquor Liability in the amount of \$ 1,000,000 will be required by Applicant providing this service.
- B.** CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C.** **FASNY** together with it's employees, subsidiaries, and authorized agents, shall be included as additional insureds under the CGL, using ISO Additional Insured Endorsement CG 20 10 or its equivalent, which shall include coverage for FASNY with respect to liability arising out of event of Applicant, and which coverage shall be maintained in effect for the benefit of FASNY shall also be included as Additional insureds under the commercial umbrella policy. It is agreed that Additional Insured coverage as required in this subparagraph shall apply as primary insurance.
- D.** **Applicant** will be responsible for and hereby releases FASNY, and their respective affiliates, directors, officers, employees and agents from all liability for loss or damage to Applicant equipment, structures, property of employees and



other property. Applicant will maintain all risk insurance on such property in an amount equal to the full replacement value.

- E. Applicant** waives all right against FASNY and their respective affiliates, Directors, Officers, employees and agents from all liability for recovery of damages to the extent these damages are covered by the property, the Commercial General Liability, Business Auto Liability, Workers Compensation and Employers Liability, or Commercial Umbrella Liability insurance maintained pursuant to this agreement.
- F.** In the event of cancellation, alternation, or material change in any of the foregoing policies, thirty (30) days notice shall be mailed to FASNY.
- G.** All insurance policies required shall be issued by licensed, reputable, and financially stable insurance companies. FASNY may reject insurance written by any insurer it deems in an unsatisfactory financial condition.
- H.** Certificate of Insurance: Prior to Applicant starting date, Applicant shall furnish FASNY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide 30 days' written notice FASNY prior to the cancellation (or material change) of any insurance referred to therein.

All certificates shall indicate "This insurance is primary" to FASNY's insurance coverage.

Failure of FASNY to demand such certificate or other evidence of full compliance with these requirements or failure of FASNY to identify a deficiency from evidence that is provided shall not be construed as a waiver of Applicant's obligation to maintain such insurance.

FASNY shall have the right, but not the obligation, of prohibiting Applicant or any other Applicant from entering the property until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by FASNY

Failure to maintain the required insurance may result in termination of this contract at FASNY option.

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**FASNY**

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**Signature / Date**

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**Applicant**

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**Signature / Date**



March 27, 2010

**POLICY FOR USE OF REAL PROPERTY OF THE FIREMEN'S ASSOCIATION OF  
THE STATE OF NEW YORK**

**THE BOARD OF DIRECTORS OF THE FIREMEN'S ASSOCIATION OF THE STATE  
OF NEW YORK (FASNY), PURSUANT TO ARTICLE III SECTION 1 (1.1) OF  
ASSOCIATION'S BY-LAWS ADOPTS THE FOLLOWING RULES CONCERNING  
THE USE OF FASNY REAL PROPERTY.**

**GENERAL REQUIREMENTS**

The use of FASNY real property is limited to those who have made application to the Association and received approval in accordance with this policy. The application shall be developed by the Board of Directors in accordance with this policy, and the approval shall be evidenced by the issuance of a Permit for use of the real property, signed by the parties.

1. Due to State Education Chartering regulations and the lease agreement with FASNY the FASNY Museum of Firefighting is exempt from these rules for all its leased property. This also applies to any current and future lease holders on their respective leased premises.
2. The use of FASNY facilities is restricted to firefighter groups such as fire departments, companies, county fire organizations, sectional organizations, firefighter auxiliaries, and the FASNY Museum of Firefighting

FASNY property can only be used exclusively for carrying out thereon, one or more of FASNY's tax exempt purposes or a use reasonably incident to its major purpose or purposes, and shall not be used for any other purpose. NO activity jeopardizing the tax exempt status of FASNY or activity conflicting with FASNY's "Policy Concerning Third Party Use of FASNY Property" will be allowed.

3. Unless otherwise indicated within this document, insurance will be required and maintained with coverage of \$1,000,000 per incident/ \$2,000,000 aggregate at minimum. FASNY must be named as additional insured and conform to certificate language as requested on the Property Use Application. All insurance policies will be provided by user and must be on file at the FASNY office at 107 Washington Ave. 30 days prior to start of event. The certificate shall be marked "Premium paid" and shall have endorsed hereon "No cancellation of any change on the policy shall become effective without 30 days notice to FASNY", which notice provisions are provided in this agreement. Each policy of insurance shall provide that the insurer is obligated to provide a legal defense in the



event any claim is made against FASNY and said policy of insurance shall be on a primary-non-contributing basis and the Certificate of Insurance shall be marked accordingly.

4. Sectional and County Organizations of FASNY Firefighters are exempt from the insurance requirements if they have no insurance of their own. A signed statement from the organization will be required indicating same. ALL groups must complete a Property Use Application and submit same no later than 60 days prior to the scheduled event. All applications are to be sent to the CAO at 107 Washington Avenue, Albany NY 12210. The CAO will forward a copy of any application which relates to the premises in Hudson, New York, to the Home Administrator to disperse to appropriate personnel. The original will be on file at the FASNY office at 107 Washington Avenue, Albany, New York.
5. The applicant's use of the premises shall comply with all applicable federal, state, and local Laws, Rules, and regulations. Alcoholic beverages are not to be served without specific Board of Director's approval.
6. The sale of alcoholic beverages is only allowed with special approval by the FASNY Board of Directors.
7. Parking is allowed only in designated areas. Failure to comply can result in vehicles being towed at the owner's expense.
8. Upon completion of an activity on FASNY premises, the CAO, or his/her designee, will inspect all buildings and grounds to be sure they are in the same condition as they were prior to use and take such corrective action as may be necessary.

Upon completion of an activity on the Hudson premises relating to areas inside the Firemen's Home buildings or grounds in proximity thereto, the Home Administrator may inspect the buildings and grounds and report property conditions and possible corrective action to the CAO.

9. The property may not be used in any manner that may create a nuisance which annoys, disturbs, or is injurious to health or offensive to the senses. The user shall not conduct itself or allow others to conduct themselves in a manner that disrupts or disturbs neighboring premises, or at the Hudson site, disrupt or disturb the members of the Home
10. FASNY activities have priority in the use of all facilities, and Board of Directors issuance of a permit may be made subject to or contingent upon certain requirements, matters or things, in the best interest of FASNY.



## **ADDITIONAL POLICIES FOR PROPERTY AT HUDSON NY**

1. The Board of Directors will not impose a charge for use of the premises, but in proper cases, may require reimbursement of FASNY costs or expenses as the Board deems appropriate under the circumstances. Events requiring portable restroom facilities shall be provided by the property user at their expense.
2. Use of campers and tents will be restricted to a maximum of 3 nights only for those families visiting or participating in approved FASNY activities. A signed camper's agreement application must be on file with the FASNY office.
  - I. In the event of bad weather or other hazardous conditions a FASNY designated representative at his/her sole discretion may cancel or suspend such activity that could adversely affect FASNY grounds or structures, visitors, guests, employees etc.
  - II. All use of FASNY property will end by 11:00 PM. All Home members, participants, spectators, visitors etc. shall be off the premises by 11:30 PM. Field lights shall be turned off by 11:30 PM.

The Policy and rules herein may be modified, amended, limited, restricted or conditioned by the Board of Directors, in its sole discretion, in the best interests of FASNY.



**THE FIREMEN'S ASSOCIATION OF THE STATE OF NY, INC.**  
Sport League Service Agreement and Insurance Requirements

This agreement is between \_\_\_\_\_ hereinafter called Sport League, and FASNY, its affiliates, employees and authorized representatives, hereinafter called FASNY.

Sport League hereby agrees to indemnify, defend and hold harmless FASNY the Owner of property located at Harry Howard Avenue, Hudson, NY and 107 Washington Avenue, Albany, NY and its employees, agents, and authorized representative, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses whether arising before, during, or after completion of events for on FASNY property and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault, or negligence whether active or passive of Sport League, or of anyone acting under its direction or control. Sport League's aforesaid indemnity and hold harmless obligations, or portions or applications thereof shall apply to the fullest extent permitted by law.

FASNY shall not be held responsible or liable for the events of the Sport League, or for any injuries to persons or damage to property resulting from these events held on FASNY property or any third party. The Sport League hereby indemnifies and agrees to hold harmless FASNY and its employees from and against any and all claims, judgments, and damages to persons or property occasioned by the sporting event, including injury to the Sport League employees, FASNY, its employees and customers.



**The Firemen's Association of the State of NY, Inc. Inc.**  
Sport League Service Agreement

**Insurance Requirements**

- A.** The Sport League shall provide and maintain in full force and effect during the term of the Contract, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability no less than those shown herein:
1. Workers' compensation and employers liability. The commercial umbrella and/or employer liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease. If applicable for event.
  2. Commercial general liability (CGL) and, if necessary, commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
  3. Business auto liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$ 1,000,000 each accident.
  4. Liquor Liability in the amount of \$ 1,000,000 will be required by Vendor providing this service.
- B.** CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C.** **FASNy** together with its employees, subsidiaries, and authorized agents, shall be included as additional insureds under the CGL, using ISO Additional Insured Endorsement CG 20 10 or its equivalent, which shall include coverage for FASNy with respect to liability arising out of event of Sport League, and which coverage shall be maintained in effect for the benefit of FASNy shall also be included as Additional insureds under the commercial umbrella policy. It is agreed that Additional Insured coverage as required in this subparagraph shall apply as primary insurance.
- D.** **Sport League** will be responsible for and hereby releases FASNy, and their respective affiliates, directors, officers, employees and agents from all liability for loss or damage to Sport League equipment, structures, property of employees and other property. Sport League will maintain all risk insurance on such property in an amount equal to the full replacement value.



- E. Sport League** waives all right against FASNY and their respective affiliates, Directors, Officers, employees and agents from all liability for recovery of damages to the extent these damages are covered by the property, the Commercial General Liability, Business Auto Liability, Workers Compensation and Employers Liability, or Commercial Umbrella Liability insurance maintained pursuant to this agreement.
- F.** In the event of cancellation, alternation, or material change in any of the foregoing policies, thirty (30) days notice shall be mailed to FASNY.
- G.** All insurance policies required shall be issued by licensed, reputable, and financially stable insurance companies. FASNY may reject insurance written by any insurer it deems in an unsatisfactory financial condition.
- H.** Certificate of Insurance: Prior to Sport League starting date, Sport League shall furnish FASNY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide 30 days' written notice FASNY prior to the cancellation (or material change) of any insurance referred to therein.

All certificates shall indicate "This insurance is primary" to FASNY's insurance coverage.

Failure of FASNY to demand such certificate or other evidence of full compliance with these requirements or failure of FASNY to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sport League's obligation to maintain such insurance.

FASNY shall have the right, but not the obligation, of prohibiting Sport League or any other Sport League from entering the property until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by FASNY

Failure to maintain the required insurance may result in termination of this contract at FASNY option.

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**FASNY**

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**Sport League**

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**Signature / Date**

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**Signature / Date**