

DRAFT January 27<sup>th</sup>, 2021

**12.08.040 - Alcoholic beverages.**

The possession or drinking of alcoholic beverages in any town park and/or recreational area, including Waterford Beach, is prohibited, except as provided below:

A. Beer and wine sales and consumption Possession and drinking of beer and wine may be permitted at the Town Center Civic Triangle and grass field areas at the Waterford Beach Park, as shown on Exhibit "A", and the Jordan Green, as shown on Exhibit "B", subject to the following terms:

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a. Sale and consumption of beer and wine shall only be allowed subject to the advance approval of the Waterford Recreation and Parks Commission. Applications shall be made on a form provided by the Commission.

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b. Beer and wine shall only be provided by an approved vendor. The approved vendor shall have all required licenses and permits necessary to sell and serve alcohol in the State of Connecticut. The approved vendor shall carry all insurance required by the Town of Waterford, and shall name the Town of Waterford as an additional insured. The approved vendor shall execute a required hold harmless agreement.

c. In no case will the possession and drinking of any alcoholic beverage, including beer and wine, be permitted on the sand or dunes at the Waterford Town Beach.

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\_(Amend. of 2-6-17(2); Prior code § 13-19)

Draft "Exhibit A" for Proposed Modifications to Waterford Code of Ordinances Section 12.08.040 "Alcoholic Beverages"



Draft "Exhibit B" for Proposed Modifications to Waterford Code of Ordinances Section 12.08.040 "Alcoholic Beverages"





## Hold-Harmless and Indemnification Agreement

The Applicant shall fully indemnify, defend and hold harmless the Town of Waterford and/or the Waterford Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Applicant, and even if caused by the negligence of the Town and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Applicant or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the applicant is in privity of oral or written contract (collectively "Applicant Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Applicant's or Applicant Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Applicant or any Applicant's Parties. The Applicant hereby covenants and agrees that the Town and/or the Board of Education shall be endorsed on the Applicant's policies of insurance as additional insured. The Applicant hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold

harmless the Town and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Applicant's insurance is primary and any insurance obtained, or self insurance provided, by the Town and/or Board of Education is excess. The Applicant's insurance carrier will waive all rights of subrogation against the Town and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

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**APPLICANT SIGNATURE**

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**APPLICANT NAME**

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**DATE**

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

## DRAFT Beer and Wine Service/Sales Application

Applicant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor's Liquor License Type and Number: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_ Days of Operation: \_\_\_\_\_

Dates of Operation: \_\_\_\_\_

Description of Alcohol Service/Sales: *(List the type of alcohol to be served, the method of service, the number and qualifications of persons serving or selling, whether sales or service will be open to the general public or will be restricted to pre-determined event attendees, and whether on-site security will be provided.)*

Plot Plan/Sketch of property showing location of the areas where service, sales, and consumption will take place.

A copy of all required insurance and liability forms.

*The permittee shall be in conformance with Section 12.08.040 of the Waterford Code of Ordinances.*

By signing this form you are confirming the above information and the conditions stated in this document.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date