

APPLICATION FOR USE
VILLAGE OF WADDINGTON
46B MAPLE STREET
WADDINGTON, NEW YORK 13694

Date of Application: _____ Date(s) Requested: _____

Facility Requested: Island View Park Pavilion and Concession Stand

INFORMATION ABOUT YOUR GROUP

Name of Organization or Individual: _____

Start Time: _____ End Time: _____ Contact: _____

Mailing Address: _____

Telephone: _____ E-mail: _____

INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: _____

Total No. of Expected Participants: _____ Adults: _____ Children: _____

Will an Admission Fee be Charged? Yes No

If yes, what will the admissions proceeds be used for? _____

AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of the Name of Organization or Individual cited above does hereby covenant and agree to indemnify and hold harmless the Village of Waddington and the New York Power Authority from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Waddington and/or New York Power Authority property, and facilities.

I have read all the facility rental and use policies contained herein and agree to comply with my signature. I understand that my security deposit may be forfeited, or I may be invoiced for any additional expense should any of the policies be ignored or abused or if any damages are a result of the actions of this rental.

Signature of Applicant _____ Date _____

Provide the information requested above, read the Terms and Conditions, execute the application, and return the completed application to the Village Clerk with the security deposit and applicable usage fee to:

Village Clerk
Village of Waddington
46B Maple Street
Waddington, New York 13694
e-mail: villclerk@gmail.com

TERMS AND CONDITIONS

FACILITY USE REQUIREMENTS

The use of the Island View Park Pavilion and Concession Stand (Pavilion) shall be subject to the approval and rules of the Village of Waddington.

1. Organizations wishing to use the Pavilion shall first apply to the Village Clerk on the prescribed form. The Mayor or his/her designee has final authority on approval of the Application for Use.
2. All posted rules must be adhered to.
3. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
4. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. If Village Department of Public Works personnel are not available, be sure all doors, utility panel doors are locked and the curtains are returned to the stowed position prior to leaving the Pavilion.
5. Organizations and individuals using the facilities must clean-up afterwards.
6. All trash and garbage must be taken care of by the applicant. If trash is left in refuse containers or left at the Pavilion, the applicant will be charged \$10 per bag, which will be deducted from the security deposit.
7. Permits may be revoked at any time.
8. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
9. Motorized vehicles shall be parked in designated parking spaces only. Arrangements for unloading and loading any belongings or materials brought onto Island View Park grounds or into the Pavilion will be made, along with any "special parking" needs by the Village of Waddington. No motorized vehicles shall be operated on the Island View Park grounds. Operators must stay on established roadways or driveways.
10. Other than when loading or unloading, vehicles shall not be operated on Island View park grounds with our prior approval from the Village of Waddington.

11. No fires shall be started on the premises.

12. No applicant shall make or permit any disturbing noises or actions that will interfere with the rights, comfort, or convenience of those in the vicinity of Island View Park.

13. In the case of emergency, call 911.

14. No radio or television aerial shall be attached to or hung from the exterior of any building or structure without prior written approval of the Village of Waddington.

BLACKOUT DATES

The Pavilion will not be available for reservation during Memorial Day Weekend (Saturday through Monday), Waddington Homecoming Weekend (Friday through Sunday), Independence Day (July 4th), Labor Day Weekend (Saturday through Monday), Friday evenings during the Summer Concert Series, and during other regional events held in Waddington (e.g. BassMaster Elite Series). The Village of Waddington reserves the right to enforce additional blackout dates, at their discretion.

SECURITY DEPOSIT

A security deposit of \$100 is due at the time of submitting this Application for Use. The security deposit will be returned upon satisfactory inspection of the Pavilion.

PERSONAL USE

Residents (1) may utilize the Pavilion for a maximum of four hours for a fee of \$100, which includes 30 minutes for set-up and 30 minutes for tear-down and clean-up. There will be a \$75 charge for each additional three-hour block.

Non-residents may utilize the Pavilion for a maximum of four hours for a fee of \$150, which includes 30 minutes for set-up and 30 minutes for tear-down and clean-up. There will be a \$100 charge for each additional three-hour block.

The concession catering area may be used for an additional lump sum fee of \$25.

NOT FOR PROFIT USE

Not-for-Profit organizations may reserve the Pavilion at no cost. However, a security deposit is required.

COMMERCIAL USE

Resident Entities (2) (i.e. companies or corporations) may utilize the Pavilion for a maximum of four hours for a fee of \$200, which includes 30 minutes for set-up and 30 minutes for tear-down and clean-up. There will be a \$150 charge for each additional three-hour block.

Non-resident Entities (i.e. companies or corporations) may utilize the Pavilion for a maximum of four hours for a fee of \$250, which includes 30 minutes for set-up and 30 minutes for tear-down and clean-up. There will be a \$200 charge for each additional three-hour block.

The concession catering area may be used for an additional lump sum fee of \$25.

ALL USAGE FEES ARE DUE A MINIMUM OF SEVEN DAYS PRIOR TO THE SCHEDULED USE.

1 Residents are defined as individuals residing or owning property with the Village or Town of Waddington.

2 Resident Entities are companies or corporations that are situated within the Village or Town of Waddington.

INSURANCE – FOR NOT-FOR-PROFIT AND COMMERCIAL USERS ONLY

Provide a certificate of insurance to include the following:

1. Commercial and Not-for-Profit users hereby agrees to effectuate the naming of the Village of Waddington and New York Power Authority as an unrestricted additional insured on the user's policy.

2. The policy naming the Village of Waddington and New York Power Authority as an additional insured shall:

a. be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;

b. contain a 30 day notice of cancellation;

c. state that the organization's coverage shall be primary coverage for the Village of Waddington, the New York Power Authority, its Board, employees and volunteers; and

d. additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.

3. The user agrees to indemnify the Village of Waddington and New York Power Authority for any applicable deductibles.

4. Enclose a copy of the endorsement providing additional insured status.

5. Required Insurance:

a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence / \$2,000,000 aggregate.

6. User acknowledges that failure to obtain such insurance on behalf of the Village of Waddington and New York Power Authority constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Waddington and New York Power Authority. The user is to provide the Village of Waddington with a certificate of insurance, evidencing the above requirements have been met. The failure of the Village of Waddington to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village of Waddington.

ALCOHOLIC BEVERAGES

No alcoholic beverages are allowed in the Pavilion or on the Island View park grounds without prior approval of the Village of Waddington. The applicant will ensure compliance with all State and Federal laws pertaining to the sale, distribution, and consumption of alcohol, as applicable, including but not limited to prohibition of sales to minors and intoxicated persons. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of a

questionable age. With prior Village approval, open containers will be allowed in the Pavilion. The applicant acknowledges that the Village of Waddington is not liable for persons consuming alcoholic beverages or for any damages that may result to persons and property as the result of the consumption of alcoholic beverages.

OTHER PROVISIONS

1. The applicant must reimburse the Village of Waddington for any and all damage or injury to any real or personal property of the Village of Waddington that may arise, directly or indirectly, from the negligence, acts or omissions of the applicant, its officers, members, agents, invitees, or employees.
2. The applicant may not assign this agreement or its right or interest therein without the express written consent of the Village of Waddington.
3. No modification or amendment to this agreement shall be valid unless in writing and executed by the Village of Waddington.
4. In entering into this agreement, the applicant acknowledges and agrees that nothing shall be construed as creating any right or ownership interests in the Village of Waddington property. This agreement will constitute permission to applicant to gain access to the Village of Waddington property for the purpose set forth therein.
5. This agreement may be terminated, and future use may be denied, by the Village of Waddington for any violation of the terms and conditions herein by the applicant. In such event, the applicant shall vacate the Pavilion within twenty-four (24) hours of receipt of verbal or written notice of such termination.