

USE OF FACILITIES
Village of Warsaw
15 South Main Street, P.O. Box 49
Warsaw, NY 14569

APPLICATION FOR USE OF COMMUNITY FACILITIES

Today's Date: _____ Date (s) Requested: _____

Facility Requested: _____
(Legion Hall, Picnic Pavilion, Park Use)

INFORMATION ABOUT INDIVIDUAL/GROUP

Name of Individual or Organization: _____

Person in Charge: _____

Mailing Address: _____

Telephone: _____
(Day) _____ (Night) _____

INFORMATION ABOUT INTENDED USE OF MUNICIPALITY FACILITIES

Purpose of Use: _____ Private ___ Open to Public ___

Total Guests/Participants Expected: _____

I would like to serve alcoholic beverages at this function, and I request permission from the Village Board to do so:

Yes ___ No ___ If YES, give details: _____

Is this event being catered? Yes _____ No _____ If so, permit through Wyoming County Health Department is needed. (See attached)

Certificate of Insurance Liability needs to be provided 10 days prior to event (See attached)

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 Municipality does hereby covenant and agree to defend, indemnify and hold harmless the Municipality from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' 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 Municipality property, facilities and/or services by Municipality.

Signature of Individual/Organization Representative

FEES:

1. LEGION HALL:

	<u>Security Deposit (1,2)</u>	<u>Rental</u>	<u>Additional Day(s)(before)</u>	<u>Additional Day(s)(after)</u>
Village Resident	100.00	500.00	150.00	150.00
Non-Resident	100.00	600.00	150.00	150.00
Not for Profit	100.00	200.00	501(c)(3) form to be submitted with application	

Deposit for the event day and additional day rental fees are needed to hold the dates. Rental balance is due at least 10 days prior to event.

1. Non-Refundable if applicant cancels

2. Fully Refundable if conditions of rental are complied with.

(In the event it is needed, the event date can be changed one(1) time)

2. PICNIC PAVILION:

Village Resident	Applications received from January 1	\$75.00(Non-refundable)
Non-Village Resident	Applications received from April 1	\$100.00(Non-refundable)

(In the event it is needed, the event date can be changed one(1) time)

3. PARK USE: (Car Shows, Softball Tournaments, Festivals, etc.)

<u>Security Deposit(1,2)</u>	<u>Rental</u>
\$250.00	\$500.00

1. Non-Refundable if applicant cancels

2. Fully Refundable if conditions of rental are complied with.

RULES:

1. Decorations – Do NOT use staples or nails for hanging decorations. MAY USE tacks, wire, tape or string and it ALL must be REMOVED. Use of candles, fireplaces, and bounce houses are PROHIBITED.
2. Clean up (MUST BE COMPLETED on LAST day of Rental) – Pick up all tables and chairs and put in proper place. Sweep floors. Clean stove top, counters and kitchen sinks.
3. Dispose of garbage in provided dumpster

KEYS:

Keys(if necessary) are to be picked up on the first day of rental. If rental occurs on a Saturday or Sunday, keys can be picked up on the Friday preceding the rental with the understanding that the facilities are not to be used until the first paid day of rental. Keys MUST BE RETURNED by NOON of the first business day following the last day of use or placed in envelope and put into 24/7 drop box at the Village Office located at 15 S. Main St.

CATERERS

Caterers serving and/or preparing food or beverage at the facility are to be permitted through Wyoming County.

In New York State, food service/catering permits are non-transferable from county to county. This being the case, events held in Wyoming County require permitting through the Wyoming County Health Department located at 5362 Mungers Mill Rd., Bldg A, Silver Springs, NY 14550. Phone (585)786-8890

New York State Sanitary Code; Subpart 14-1 States:

14-1.20 Definitions of food service establishment and caterer.

(b) A caterer is a person who prepares, furnishes, or prepares and furnishes food intended for individual portion service at the premises of the consumer, whether such premises are temporary or permanent. A caterer is considered a food service establishment operator and is operator and is required to operate in conformance with this Subpart.

USE OF FACILITIES INSURANCE AGREEMENT

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Municipality as an additional insured on the permittee's insurance policies.
2. The policy naming the Municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated or better insurer, licensed and admitted in New York State.
 - b. State that the permittee's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees, and volunteers.
 - c. The Municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the additional insured endorsement must be attached to the certificate of insurance.
 - d. At the Municipality's request, the permittee shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the permittee will provide a copy of the policy endorsements and forms.
3. The permittee agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
4. Required Insurance:
 - a. Commercial General Liability Insurance:
\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
 - b. Excess Insurance:
\$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
5. Permittee acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the Municipality. The permittee is to provide the Municipality with a certificate of insurance ten(10) days prior, evidencing the above requirements have been met, to the commencement of work or use of facilities.