

**TOWN OF HOOSICK
FACILITIES USE REQUEST FORM**

**Both sides of this form must be completed, signed and submitted to the Town Clerk for approval by the Town Board
A minimum of thirty (30) days prior to event.**

Return to: Town Clerk, 80 Church Street, Hoosick Falls, New York 12090

INSURANCE COVERAGE IS REQUIRED:

A certificate of insurance which complies with the Facility Use Policy below must be presented with the Facilities Use Request Form.

Hourly Use Classification:

**\$100.00 per hour – Town Pool
\$ 60.00 per hour – Town Ice Rink**

Event Name and Description of Event: _____

Date(s) Requested: _____

Day(s) of Week: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

Event Start Time: FROM: _____ a.m. _____ p.m. **TO:** _____ a.m. _____ p.m.

Prep. Setup Time: _____ **Use End Time:** _____

Facility Requested:

Pool Skating Rink Athletic Fields Material/Equipment Requested?

Items Requested and intended use:

Name of Requestor: _____

Address: _____ **Contact Name:** _____

Phone: _____ **Email:** _____

Estimated Number of Persons Attending: _____ Adults: _____ Children: _____

Estimated number of Town Residents: _____ Estimated Non-Town Residents: _____

If you are an organization providing youth services are you under the jurisdiction of any County or State Health Department or other permitting/ licensing? Yes No If YES, provide a copy of your license/ permit.

Admission Charge: Yes No - What will proceeds be used for?: _____

Office Use Only: Processed and recorded by: _____ Date: _____

Date Approved/Denied: Yes _____ No _____ Fee Amount (if required) \$ _____ C.O.I Received Date: _____

FACILITY USE LICENSE AGREEMENT

AND

FACILITY USE POLICY TERMS AND CONDITIONS AND STATEMENT OF POLICY

It is the Policy of the Town of Hoosick ("Town") that any person or organization wishing to reserve and utilize Town facilities for such person or organization's exclusive use for purposes of recreation, private events or to provide instruction shall follow the procedures listed below.

1. The Town will make available its facilities to persons or organizations on a first-come-first-served reservation basis provided that a Facility Use Form and all required documentation and fees are submitted to the Town Clerk and approved by the Town Board pursuant to this Policy.
2. The Town shall charge a fees for facility use, which shall be tendered with the Facility Use Form.
3. A Facility Use request form should be submitted to the Town Clerk a minimum of thirty (30) days prior to event with the following documents:
 - a. Payment of the applicable fee;
 - b. Proof of insurance. Such insurance shall be Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence / \$2,000,000 aggregate. Such policy of insurance shall also name the Town of Hoosick as an additional insured with first party benefits with primary coverage for the Town, is Board, employees and volunteers, and the endorsement of such shall be set forth on the Certificate of Insurance. Such insurance shall be from a company who is a licensed New York State insurance provider and shall be rated A.M. Best "secured" at a minimum.
 - c. This form signed including an executed Indemnification Agreement agreeing to the terms of the Agreement and to the Terms and Conditions of use as set forth below.
 - d. The Facility Use form shall be signed off on by the person responsible and with authority to bind for the facility requested.
4. The Town Board shall approve or deny the facility use request by simple majority vote at its next regularly scheduled Board Meeting after receiving a complete Facility Use Form with all appropriate documentation, proof of appropriate insurance and payment of the applicable fee.

The following Terms and Conditions apply to the use of Town facilities and this Agreement:

1. If the event involves consumption of alcoholic beverages on Town property, the Town reserves the right to require additional documentation such as, but not limited to, an applicable liquor license, additional insurance requirements and proof of insurance of the liquor vendor.
2. Requestor acknowledges that failure to procure and maintain such insurance as may be required by the Town constitutes a material breach of the Terms and Conditions and subjects Requestor to liability for breach of contract and any and all damages stemming therefrom, including but not limited to, liability for indemnification of the Town, special damages, consequential damages, indirect damages, actual damages and compensatory damages. Failure of the Town to object to the contents of any such insurance policy or certificate or the absence of such policy or certificate shall not be deemed a waiver of any rights on part of the Town.
3. The Requestor is responsible for coordination and purchase of all applicable supplies, teaching aids, food and refreshment and other supplies that the Requestor wishes to provide as part of the instruction.
4. Only the area reserved and approved for use will be used. No Requestor or their invitees shall use any other part of the Town's facilities or property.
5. In the event of inclement weather or other natural conditions of nature the Town Supervisor or his/her designee has the final authority on whether or not facilities will be usable by the Requestor.
6. No illegal activities, illegal drugs, alcohol or other intoxicants may be brought into Town facilities or on Town Property. Alcohol is permitted only with prior consent of the Town Board upon such conditions as may be imposed as part of the application for use. In no event is liquor permitted.
7. All rules and regulations posted at any Town facility must be complied with at all times by the Requestor and its invitees.

8. Profanity, objectionable language, disorderly acts and/or illegal activities of any manner or description are absolutely prohibited on Town property.
9. This license is revocable by the Town Supervisor or his/her designee at any time in his/her sole discretion.
10. Should there be persons under the age of eighteen (18) present, Requestor shall have an adequate number of adults present to supervise at all times.
11. When the activity concludes the person responsible shall be sure that all of the Town facilities used are secured. This includes extinguishing lighting, as well as closing and locking all doors and windows, and ensuring that everyone has vacated the premises, that the facility is broom clean and organized and returned to the condition in which it was found.
12. If it is determined that the facility and/or equipment, etc. requested is not left as found, the Requestor shall make restitution in the amount needed to return the facility to its "found" condition, this includes cleaning and/or damages to the premises.

I, **(PRINT NAME)** _____ am the _____ of the Requestor herein and am duly authorized to enter into this Agreement and have the ability to bind the Requestor to the Terms and Conditions herein. Requestor hereby releases, waives, discharges and covenants not to sue the Town of Hoosick, its Board, its employees, agents and/ or volunteers (herein after "Releasees") for any personal injury death or property damage that may arise out of the facility use and related activities contemplated herein. More specifically, I agree, to the fullest amount permitted by law, to hold Releasees harmless from and against all claims, liability, loss, damage and expenses (included but not limited to legal fees) arising from or due to any claim of whatever kind or nature with respect to all or any part of the activities and demised premises covered by or contemplated under this Hold Harmless Agreement and Release, and any litigation based on any such claim, including all such claims by any person or entity relating directly or indirectly to, or arising by reason of, the actions, act or omission of Releasees, excluding claims for bodily injury to persons caused by or resulting from the sole negligence of the Releasees. The undersigned(s) hold harmless Releasees from any claim for damages arising out of bodily injury to persons, or damage to property, caused by or resulting from the negligence of a person or entity, whether or not Releasee(s) are partially negligent, other than bodily injury to persons, caused by or resulting from the sole negligence of Releasees.

I have read the above Hold Harmless Agreement and Release of Liability Agreement and understand that Requestor gives up substantial rights by signing, and hereto sign my name voluntarily on behalf of Requestor with the intent to bind Requestor to the terms of this Hold Harmless Agreement and Release of Liability Agreement. I further understand and agree that this Hold Harmless Agreement and Release of Liability agreement shall remain in effect indefinitely.

Requestor further agrees to the above terms and conditions and agree that Requestor is responsible for adherence to all Town rules and regulations regarding the facilities used. Requestor is responsible for the conduct, behavior and adherence to the posted rules and regulations of all attendees at the event. Violation of this Agreement, its Terms and Conditions or any rules and regulations posted by the Town may result in revocation of the license granted, ejection from the Town's property and the fees and deposits paid are forfeit. Any and all expenses to the Town for custodial services or damages resulting from the use of Town facilities will be paid by the Requestor.

Signature: _____ Printed Name and Title: _____
 Authorized Person

Date: _____