

Village of Montgomery

133 Clinton Street
Montgomery, NY 12549

Application for Use of Community Facilities

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

Name of Individual or Organization: _____

Mailing Address: _____

Telephone: (Day) _____ (night) _____ (cell) _____

Facility Requested: _____

Time: from _____ to _____ Supervisor in charge _____

Purpose of Use: _____ Number of persons: Adults: _____ Children: _____

Is material or equipment required from municipality? Yes _____ No _____

#Tables: _____ # Chairs: _____ is an admission fee charged: Yes _____ No _____

Rental Fee Schedule:

____ • Senior Center – 36 Bridge St.

Non-Resident \$600 Date/Amt. Paid: _____

Village Resident/ Village Business/
Non-Profit \$400 _____

Clean-up Deposit \$250 _____

(\$100 Deposit upon booking event & Balance and Clean up deposit are due 14 days prior to event)

____ • Recreation Center - 60 Bachelor St. *(No kitchen access is available at this location)*

Non-Resident \$175 Date/Amt. Paid: _____

Village Resident, Non-Profit \$125 _____

Clean-up Deposit \$125 _____

(\$50 Deposit upon booking event & Balance and Clean up deposit are due 14 days prior to event)

MAIL CLEAN UP DEPOSIT TO: _____ **OR PICK UP:** _____
If different than address above Initial

AFTER 9:00 PM "NO" REPETITIVE BOOMING LOUD MUSIC OR SOUNDS AND USE A LOWER DECIBEL UNIT OF SOUND PROJECTION (VERY SOFT MUSIC). ABSOLUTELY NO MUSIC AFTER 10:00 PM, AND CLEAN-UP DONE BY 11:00 PM. IN ADDITION, NO HELIUM BALLOONS OR GLITTER ARE PERMITTED.

AGREEMENT

The undersigned is 21 years of age or more and has read this form and attached regulations and agrees to comply with them. He or she agrees to be responsible to the Village of Montgomery for the use and care of the facilities. He or she, on behalf of _____, does hereby covenant and agree to defend, indemnify and hold harmless the Village of Montgomery 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's property, facilities and/or services by Organization.

Signature of Individual/Organization's Representative: _____

Village Official Authorizing refund of clean up deposit Date \$ Amount

**VILLAGE OF MONTGOMERY
COMMUNITY FACILITY RENTAL**

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

Village of Montgomery, 133 Clinton St., Montgomery, NY 12549
Attn: Village Clerk's Office (Ph: 845-457-9661, ext. 201)

The use of all Municipal facilities shall be subject to the approval and rules administered by the Board of Trustees:

1. Organizations wishing to use municipal facilities shall first apply to the Village Office on the prescribed form. The Village Board has final authority of approval on rentals. Proof of residency of the renter is required, therefore, provide a copy of a utility/ tax bill together with a government issued photo identification, such as a valid driver's license or passport.

2. Illegal drugs shall not be brought onto municipal facilities at any time.

3. Alcohol is allowed by permission only - a temp liquor liability shall be obtained & Liquor Legal shall be procured. The renter, other than a homeowner for a personal party event, must provide liquor legal, naming the Village as Additional Insured, Indemnify and hold the Village harmless, waive subrogation rights and it must be in writing.

4. All posted rules must be adhered to.

5. 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.

6. Organizations and individuals using the facilities, including the kitchen (**the stove top and oven can be used for reheating purposes only, NO COOKING PERMITTED**), **stove must be cleaned up afterwards or deposits will not be refunded.** Items stored in kitchen cabinets are not for renters use. Items stored in the freezer or refrigerator are not to be touched or removed, as these items belong to our Senior Dining Program. **Please bring your own cleaning supplies.** Garbage is to be bagged and placed outside the kitchen exterior door. All personal items must be removed the day of the event. **Clean-up deposits will be returned within five (5) business days upon inspection by village.**

7. In the event of an accident, notify the Village office the next business day.

8. **All events must end no later than 10:00 PM and clean-up done by 11:00 PM.** Any organization/individual events with children under the age of 18 years require the presence of adequate adult supervision at all times. Events for children 17 years of age and under must be over by 8:00 PM. Please be courteous and respect our neighbors at all times.

9. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. No decorations are to be attached to walls, no tacks, no tape, etc. **Helium balloons and glitter are not permitted uses.** Please do not raise or lower window shades.

10. Keys to facility – contact Village Clerk's Office during business hours 8:30 am – 4:30 pm. The individual or organization renting the facility must be the one who picks up the key prior to the event. Keys must be returned on the next business day. **All doors must be locked and lights turned off when leaving.** (Must pull on all door(s) to make sure they are locked before leaving).

**VILLAGE OF MONTGOMERY
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11. Emergency phone number for the police station and fire department is 911. Non-emergency phone number for Police Department is 457-3935. A public telephone is located outside the police station at 65 Bachelor Street; the appropriate authority must be contacted in case of an emergency.

12. Permits may be revoked at any time.

13. Use of facility audio/TV equipment is **prohibited** unless prior approval is granted. If audio/TV equipment is used without prior approval, deposit will be forfeited.

14. Deposits are required in case clean up or adjustment of audio equipment is necessary.

15. Cancellations must be made in writing within 48 hours of the scheduled event, addressed to the Village Clerks Office, or will result in the forfeiture of the \$100 facility deposit for the Senior Center, \$50 for the Rec Center.

16. When required, renters must provide the following insurance prior to using facility:

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

- A. The renter hereby agrees to effectuate the naming of the Village of Montgomery 133 Clinton Street, Montgomery, NY 12549 and Senior Center, 36 Bridge St, Montgomery, NY 12549 or Recreation Center, 60 Bachelor St., Montgomery, NY 12549 an unrestricted "Additional Insured" on the user's policy
- B. Contain a 30-day notice of cancellation
- C. The renter agrees to indemnify the municipality for any applicable deductibles
- D. Enclose a copy of the endorsement providing additional insured status
- E. Required insurance:

Insurance description must include the event, dates, times –

Commercial General Liability Insurance:

– \$1,000,000 per occurrence/ \$1,000,000 aggregate

If alcohol is served it must list that they have "off premise" liquor liability

And the bar server should be TIPS certified

Individuals Homeowners Insurance:

– Liability \$500,000 limit of liability

Policy shall not exclude the off-premises activities of the insured

F. The renter acknowledges that failure to obtain such insurance on behalf of the Village of Montgomery constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The renter is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met. The failure of the municipality 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 municipality.

17. USE OF THE PIANO IS STRICTLY PROHIBITED.

(1/20/09 Fee schedule amended)