

TOWN OF LINCKLAEN

**1521 County Route 12
DeRuyter, NY 13052**

APPLICATION FOR USE OF COMMUNITY FACILITIES

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

Facility Requested: _____

INFORMATION ABOUT YOUR GROUP

Name of Organization/Group/Individual: _____

Time: _____ to _____. Person in charge: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: _____

Total Participants Expected: _____ Adults: _____ Children: _____

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

If needed, state what types and for what purpose: _____

Residents (Number): _____ Non-Residents (Number): _____

Is an admission fee charged? Yes _____ No _____

If so, what will 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 _____ does hereby covenant and agree to defend, indemnify and hold harmless the TOWN OF LINCKLAEN 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 TOWN OF LINCKLAEN'S property, facilities and/or services by _____.

Signature of Organization's/Group's Representative

Address: _____
Telephone Number: _____

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

**TOWN OF LINCKLAEN
568 UNION VALLEY RD
PITCHER, NY 13136**

ATTENTION: TOWN CLERK

TOWN OF LINCKLAEN

FACILITY USE REQUIREMENTS

The use of all Recreational and Parks facilities shall be subject to the approval and rules of the Town of Lincklaen administered by the Lincklaen Town Board.

1. Organizations wishing to use municipal facilities shall first apply at the Town Clerk's office on the prescribed form. The Town Supervisor or his/her designee has final authority on approval.
2. In the event of inclement weather, the Town Supervisor or his/her designee has the final authority on whether facilities are usable.
3. No alcohol in any form is allowed on the premises.
4. No smoking in any form is allowed within 100 feet of the building.
5. All posted rules must be adhered to.
6. 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.
7. Any damage to municipal facilities shall be promptly repaired at the user's expense. No Exceptions. Make sure all tables and chairs are put back, the building left clean and the lights are turned out when leaving.
8. Organizations/Groups/individuals using the facilities must clean-up afterwards.
9. Permits may be revoked at any time.
10. Any organization with youth under 18 years old always requires the presence of adequate adult supervision.
11. The fee for use is **\$25 per day**, payable to the Town Clerk before the use begins.
12. A public phone is located in the main room of the Town Hall. Dial **911** for all emergencies and notify the Town Supervisor.
13. When required, users must provide the following insurance prior to using facilities.

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

Commercial Users:

- A. The user hereby agrees to effectuate the naming of the Town of Lincklaen as an unrestricted additional insured on the user's policy.
- B. The policy naming the Town of Lincklaen as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - Contain a 30-day notice of cancellation;
 - State that the organization's/group's coverage shall be primary coverage for the Town of Lincklaen, its Board, employees and volunteers; and
 - Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The user agrees to indemnify the Town of Lincklaen for any applicable deductibles.
- D. Enclose a copy of the endorsement providing additional insured status.
- E. Required Insurance
 - Commercial General Liability Insurance
\$1,000,000per occurrence/\$2,000,000 aggregate
- F. User acknowledges that failure to obtain such insurance on behalf of the Town of Lincklaen constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Lincklaen. The user is to provide the Town of Lincklaen with a certificate of insurance, evidencing the above requirements have been met. The failure of the Town of Lincklaen 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 Town of Lincklaen.

Individuals:

Required Insurance:

- Homeowners Insurance
Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.