TOWN OF WRIGHT 105 A School Street Schoharie, NY 12157 518 872-9726

Application for Use of Municipal Facility		
Today's Date: Date of Requested Use:		
Which Facility to you propose to use? Gallupville House Town Hall Town Park		
Hours of intended use: Start: Finish:		
Information about your Group and Intended Use of Facility		
Name of Organization or Individual:		
Does the Organization or Individual reside in the Town of Wright? Yes No		
Phone: Day Evening		
Mailing Address:		
Email Address:		
Are you and/or your group For Profit or Not for Profit?		
What is the purpose of use?		
How many participants do you expect?		
Is your event open to the Public?		
Will admission be charged?		

Other Relevant Information?

AGREEMENT

I, the undersigned, am over 21 years of age and have read this form and attached requirements and agree to comply with them. I agree to be responsible to the municipality for the use and care of the facilities. I, on behalf of (name of organization)______

do hereby agree to defend, indemnify and hold harmless the Town of Wright from and against any and all liability, loss, damages, claims or actions (including costs and attorney 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 Town of Wright's property, facilities and/or services. By signing below, I also represent that I have the authority to act on behalf of the organization, if applicable, making this application.

Name (printed)	-
Signature:	_
Address:	
Phone:	

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

TOWN OF WRIGHT Attention Town Clerk 105A School Street Schoharie, NY 12157		
Town Clerk Use:		
Fee from Use Chart:		
Paid: Cash	Check	
Cleaning Deposit		
Rec'd		
Returned		
Retained		

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FACILITY USE REQUIREMENTS

The use of all **Town of Wright** facilities shall be subject to the approval and rules of the Town of Wright.

- 1. Organizations wishing to use municipal facilities shall first apply to the Town Clerk on the prescribed form. The Supervisor or designee has final authority on approval.
- 2. In the event of inclement weather, the Supervisor or designee has the final authority on whether facilities are usable.
- 3. Alcohol or other intoxicants shall neither be brought to nor consumed on the premises.
- 4. All posted rules must be observed and followed.
- 5. Disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
- 6. Any damage to municipal facilities shall be promptly repaired at the user's expense, subject to determination by the Town Supervisor. Special attention will be paid to the fragile backdrops and curtains on the stage of the Gallupville House.
- 7. Building(s) will be left locked, lights out and heat turned down. All garbage will be removed.
- 8. It is understood that water in the Gallupville House is NOT POTABLE and may be used for cleaning only.
- 9. Paper towels, toilet tissue and other sanitary supplies are not provided and are the responsibility of the user.
- 10. Second Floor of the Gallupville House is expressly off limits for any use whatsoever.
- 11. Building(s) or facilities will be left clean and ready for the next user. An inspection will be made to determine the refund status of Cleaning Deposits. Basic sweeping and vacuuming equipment are on site.
- 12. Permits may be revoked at any time.
- 13. Any organization with youth under 18 years old requires the presence of adult supervision at all times.

14. Emergencies: Call 911

15. Event Fees and Cleaning Deposits will be paid in separate checks payable to the Town of Wright and will be accompanied by a self-addressed stamped envelope for return of cleaning deposits as appropriate. Refunded Deposits not otherwise claimed within 10 days of notice sent will be forfeited to the Town of

Wright.

Individual and Commercial users must provide, as required, the following insurance prior to using facilities.

Individuals:

Required Insurance:

Homeowners Insurance

Section Two - Liability: \$100,000.00 limit of liability. Policy shall not exclude the off-premises activities of the insured

Commercial Users:

- A. The user hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the user's policy.
- B. The policy naming the municipality 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 coverage shall be primary coverage for the Municipality, 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 municipality for any applicable deductibles.
- D. Enclose a copy of the endorsement providing additional insured status.
- E. Required Insurance:

*

Commercial General Liability Insurance

\$1,000,000.00 per occurrence \$2,000,000.00 aggregate.

User 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 user 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.