



TOWN OF WAWAYANDA  
80 Ridgebury Hill Road  
Slate Hill, NY 10973  
(845) 355-5700, Option 6

### APPLICATION FOR USE OF COMMUNITY FACILITY

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Name of Individual or Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Night): \_\_\_\_\_

Time: from \_\_\_\_\_ to \_\_\_\_\_ Person Responsible: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Number of persons: \_\_\_\_\_ E-mail Address \_\_\_\_\_

### 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 Town of Wawayanda 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 Wawayanda from and against any and all liability, loss, damages, claims, or actions (including costs of attorney fees) for its officers and employees, for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with, directly or indirectly, the actual or proposed use of the Town's property, facilities and/or services by Individual or Organization.

I cannot rely upon the Town of Wawayanda for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to utilize the facility, the Town of Wawayanda is also making no assurances whatsoever that no harm will come to me, my invitees, or my guests either by my activities, or by the facility itself. This will be my sole responsibility.

I agree to and shall maintain comprehensive general liability insurance in amounts acceptable to the Town and to name the Town of Wawayanda, its officers and employees as additional insured on a primary and non-contributory basis.

I understand the activity that I will engage in and the risks associated with the activity. The Town of Wawayanda provides me with no information in this regard, and that in the case that I am not able to hold the activity safety I will refrain from any activities. This will be my sole responsibility.

A fee of \$150.00 is required at the time of booking the center. The security deposit of \$100.00 must be paid no later than one month prior to function (or at time of reservation if less than 30 days) or the key will not be provided to you the day of the function and the date and deposit will be forfeited.

Any cancellation 30 days prior to the event, full deposit will be returned. Any cancellation less than 30 days prior to the event will be subject to a \$50.00 fee.

POLICIES, RULES, REGULATIONS AND HOLD HARMLESS AGREEMENT  
FOR BUILDING RENTAL

The use of this facility shall be subject to the approval and rules of the Town of Wawayanda.

1. All residents of the Town of Wawayanda may reserve this facility on a space available basis. Proof of residency is required the day the reservation is made.
2. The rental of this facility is for the main meeting hall and restrooms attached to it. All other parts of this building are off limits including the kitchen.
3. All events shall end and clean up completed 30 minutes before dusk.
4. To make arrangements for the opening and closing of the building call 845-355-5700, ext 215 between the hours of 10 a.m. -12:45 p.m., Monday - Friday
5. All posted rules must be adhered to.
6. There will be **no smoking** or **alcoholic beverages** allowed inside the building or on Town property.
7. Applicants and their guests using the facility shall conduct themselves properly at all times while on the premises and shall refrain from any activity that would annoy or offend the public. If any outbreaks or disturbances or misconduct occur, or if any law enforcement official has to be called, the Town of Wawayanda has the right to remove any party responsible or to cancel this contract and ask everyone to leave without a refund of moneys.
8. User will not permit destruction or misuse of property, agrees to be personally liable for damages resulting from misuse or abuse of the facility.
9. Tables, chairs or other Town owned property within the facility may not be taken outside of the building.
10. Fire exits, extinguishers and any other life safety equipment cannot be blocked.
11. Occupancy of the building cannot exceed the limit of 90.
12. No animals are permitted in the building (apart from Seeing Eye dogs).
13. No decorations are to be attached to the walls, doors or ceilings. No tacks, No tape, No nails, etc.
14. The premises must be left in the same condition of cleanliness and repair as found at the time of initial inspection. Tables and chairs are to be wiped clean and returned to the original setup. All cleaning supplies such as brooms, mops, garbage bags, etc. are located in the designated closet. If something spill on please use water only on the floors.
15. Garbage is to be placed in the dumpsters located outside the building by the garage.
16. In the event that the damage to the facility or its equipment should exceed the \$100.00 deposit, additional charges may be assessed by the Town.
17. Users are required to provide a copy of their homeowners or renters insurance showing coverage amounts and expiration date of coverage.
18. All doors must be locked and lights turned off when leaving. You must pull the door(s) to make sure they are locked before leaving.
19. If there were no issues with the facility, security deposits will be returned 1-2 weeks after the rental. Refund checks will be mailed only to the renter who signed the contract. No Exceptions.
20. The Town of Wawayanda does not supervise the activities of the facility in any fashion. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
21. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless the Town of Wawayanda or any of their agents or employees for any harm that may come to me, my fellow members, my guests, or my invitees as a result, direct or indirect, to me as a result of the activities or as a result of the facilities, but in consideration of the use of the facility, I further agree to defend, indemnify and hold harmless the Town of Wawayanda,, or any of their employees for any claims, including those resulting from alleged acts of negligence on any of their part.
22. It is my knowing intention to provide the Town of Wawayanda, and any of their agents, employees, or members the broadest protection against lawsuits that are available.

Facility Usage Check-off Form

\_\_\_\_\_ Received copy of current Homeowner's or Organization Insurance Policy, rent and deposit

\_\_\_\_\_ Explained areas which are "off-limits" for guests.

\_\_\_\_\_ Explained condition hall is expected to be in upon conclusion of event.

\_\_\_\_\_ Explained organization's smoking policy.

\_\_\_\_\_ Explained organization's alcohol policy.

\_\_\_\_\_ Explained all safety rules.

I have read the Agreement, Policies, Rules, Regulations and Hold Harmless Agreement and have gone through the Facility Usage Check-Off Form. I have had an opportunity to ask any questions that I have. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on my behalf of the organization, and the organization's members.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Member Conducting Walk Through: \_\_\_\_\_