

USE OF FACILITIES DOCUMENT

VILLAGE OF PHILMONT

P.O. BOX 822

PHILMONT, NY 12565

APPLICATION FOR USE OF COMMUNITY FACILITIES

Today's Date _____ Date(s) Requested _____

Facility Requested _____

INFORMATION ABOUT YOUR GROUP

Name of Organization or Individual _____

Time _____ to _____ . Your supervisor in charge _____

Mailing Address _____

Telephone (Day) _____ (Night) _____

INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use _____

Total Participants Expected _____ Adults _____ Children _____

Number of Residents _____ Non-Residents _____

Is an admission fee charged? Yes _____ NO _____

If so, what will proceeds be used for? _____

Is material or equipment required from municipality? YES _____ NO _____

If needed, state what types and for what purpose _____

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 Village of Philmont* from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damages, to the extent permissible by law, arising out of or in connection with the actual or proposed use of *the Village of Philmont* property facilities and/or services by _____

Signature of Organization's
Representative

Address

Telephone Number

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

**VILLAGE OF PHILMONT
P.O. BOX 822
124 MAIN STREET
PHILMONT, NY 12565**

FACILITY USE REQUIREMENTS

The use of all Recreational and Parks facilities shall be subject to the approval and rules of the Recreation Commission administered by the Village of Philmont Board of Trustees.

1. Organizations wishing to use municipal facilities shall first apply to the Village of Philmont on the prescribed form. The Village and or designee has final authority on approval.
2. In the event of inclement weather, the Village of Philmont or designee has the final authority on whether facilities are usable.
3. **(Intoxicants shall not be brought onto municipal facilities at any time) or (Alcohol use is allowed only by permit. Alcohol in not permitted in glass bottles, kegs or barrels. A separate fee of \$_____ is required for an alcohol permit.)**
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 the prohibition will be ejected from the premises.
6. Any damage to municipal facilities shall be promptly repaired at the user's expense. NO EXCEPTIONS. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean –up afterwards.
8. Permits may be revoked at any time.
9. The fee for use is \$_____, payable before use begins.
10. A public telephone is located in_____. In the event of emergency call 911.
11. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
12. 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 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 AM 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
- 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 per occurrence/\$2,000,000 aggregate.**
- F. 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.

VILLAGE OF PHILMONT – RELEASE FORM – MINOR

DATE _____

_____ (Parent or Guardian) does hereby covenant and agree to release and hold harmless the Village of Philmont 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 participation in _____ (name of event).

I understand participation in the _____ (name of event) could involve rigorous physical activity and risk of physical injury, and we assume these risks. I hereby give consent for emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment on behalf of the participant. I further certify the participant is in good physical condition, and has no medical or physical conditions that would restrict his/her participation **in the event.**

(Signature of Parent/Legal Guardian)

VILLAGE OF PHILMONT - RELEASE FORM – ADULT

DATE _____

_____ (Name of Participant) does hereby covenant and agree to release and hold harmless the Village of Philmont 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 participation in _____ (name of event).

I understand participation in _____ (name of event) involves rigorous physical activity and risks of physical injury and I assume these risks. I hereby consent to emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment. I further certify that I am in good physical condition, and I have no medical or physical conditions that would restrict my participation in the event.

(Signature – Participant)