

FACILITIES USE APPLICATION FORM
TOWN OF MARLBOROUGH
P.O. BOX 305
21 MILTON TURNPIKE
MILTON, NEW YORK 12547

Cluett Schantz Memorial Park

Today's Date: _____

Name of Applicant: _____ (Please Print)

Date(s) Requested: _____ *Time you would like the Pavilion Kitchen opened? _____

Area: Pavilion: _____ Kitchen: _____

Fee: Residents \$300.00 _____ Non-Resident \$500.00 _____

Full payment is due upon filing this application. Any cancellation will result in a forfeiture of \$150.00.

Additional cash security deposit: Residents \$300.00 _____ Non-Resident \$500.00 _____

Refundable upon inspection and approval

Information about Applicant/Group:

Name of Organization/Individual/Class: _____

Supervisor in Charge: _____

Mailing Address: _____

Telephone: (day) _____ (night) _____

Insurance Company: _____

Information about Intended Use of Park Facilities:

Purpose of Use: _____

Total # of participants expected: _____ #Adults _____ #Children _____

Total # of Residents: _____ Non-Residents: _____

Is an admission fee charged? Yes _____ No _____ If Yes, what will proceeds be used for? _____

If refreshments will be served, give details: _____

PLEASE DO NOT FILL IN BELOW THIS LINE

Cash security deposit returned - Signed: _____

Date returned: _____

RULES & CONDITIONS FOR GROUP USE OF THE TOWN OF MARLBOROUGH PAVILION & PARK

- Rain dates cannot be reserved.
- Park Superintendent will handle any conflicts or problems and post a sign at the pavilion listing your group's name to inform other park users of your function.
- Groups must clean pavilion and surrounding areas to the satisfaction of the park Superintendent and depart by posted closing time.
- ALL garbage must be put in the dumpster and bags must be replaced.
- The undersigned does hereby agree to pay for any and all damages to equipment or property of the Town of Marlborough used by said organizations, members, guests or visitors.
- The undersigned does hereby agree to indemnify and hold harmless the Town of Marlborough from any and all claims, suits or demands and any expenses incurred by said Town for investigation, legal fees or otherwise, which arise out or are connected with the Town facility applied for herein and the said Town shall be held harmless and indemnified regardless of whether the acts are the fault of the applicant or the Town.
- Children must be under close supervision of an adult at all times.
- Anyone over age 16 must have a valid New York State fishing license. Anyone under the age of 16 should be accompanied by an adult with a valid New York State fishing license.

PROHIBITED ACTS

THE FOLLOWING ACTS ARE PROHIBITED:

- The use of tape, adhesives of any kind, staples, tacks, nails, etc... to hang banners/ signs/ decorations is **NOT** permitted anywhere on or in the pavilion/kitchen. The pavilion/kitchen will be inspected before and after each event.
- No one shall bring or consume alcoholic beverages on park grounds. Alcoholic beverages are prohibited on park grounds.
- Park grounds are a smoke free area. Smoking or use of tobacco is prohibited.
- Swimming is prohibited.
- The use of any type of boat is prohibited.
- The use of loud, boisterous or indecent language is prohibited.
- Interference with any officer or agent of the Town in performance of his or her duty is prohibited.
- The dumping of grease or oil from cooking, frying, and/or deep frying is prohibited.
- Conduct himself or herself in such a manner as to:
 - Endanger the life or property of other visitor to the park.
 - Be offensive or injurious to the morals of any person requesting the park.
 - Injure, deface, disturb, or befoul any part of the park or any building, sign, equipment, or other property therein nor remove, injure or destroy any tree, flower or shrub.
 - Set any fire or assist another to set any fire to any trees, shrubs, grass, leaves, or any other combustible material, or suffer any fire upon other land to extend onto any part of the park.

- Throw, cast, drop, discharge, deposit, or bring in refuse, waste or other obnoxious material other than in receptacles provided for such purpose.
- Park, operate, or store any motor car, motorcycle, snow mobile, bicycle within the park except in places designated for such purposes.
- Bring, carry, allow, accompany or transport in any manner, any fireworks and firearms.
- Cast, kick, or strike any baseball, golf ball, football, basketball, or other object except in a place designated therefore.
- Loiter or remain within the park or any part thereof in a vehicle or otherwise after the posted closing hours at such park without general or special permission.
- Bring, carry, allow, accompany or transport in any matter any dogs, cats or other animals, whether leashed or unleashed, into the park for any purpose whatsoever.

Applicant Signature

NOTE: Approval of use of the facility is granted with the knowledge that in the event the space is needed for Town related programs, the Town reserves the right to cancel use of the facility. This request is in effect only on days and times that park is open. In addition, the Town facilities will not be available when park is closed for emergencies or inclement weather.

- The building request cannot be considered unless meeting dates and time are specific.

Return application and copy of signed instruction form to the Town Clerk's Office.

***If assistance is needed at the Pavilion please call:
Tom Schroeder at 845-590-7027**

If you are not going to arrive at the pavilion at the time you told the Town Clerk please call and let Tom know. He will not wait for you if you don't show up on time. If he is not there at the scheduled time, you can call him and ask him to come open the door.

Provided with Pavilion Rental:

Refrigerator

Freezer

Gas Stove

- **There are no pots or pans or any other kind of cooking utensils.**
- **If you would like to use the grills you need to bring your own charcoal or propane tank.**

BUILDING OR PARK USE RESERVATION FORM

Activity Date: _____

Time: _____

Name of Group/Individual: _____

Purpose of Reservation: _____

Person in Charge: _____

INDEMNIFICATION AGREEMENT:

_____ (Group/Individual) agrees to defend, indemnify and hold harmless the Town of Marlborough from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town of Marlborough by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of _____ (Group/Individual) or by third parties, or by the agents, servants, employees or factors of any of them.

CERTIFICATE OF INSURANCE REQUIREMENTS:

The renter at the renter's sole expense shall procure and maintain bodily injury, including death and property damage insurance with a combined limit of at least one million and no/100 dollars (\$1,000,000). The insurance shall be with an "A" best-rated Company licensed to do business in New York State. Such insurance shall insure, on an occurrence basis against all liability of the renter, its employees and agents arising out of or in connection with operations of the renter. The Town of Marlborough which includes its elected officials, officers, board members, agents and employees shall be named as an additional insured on the renter's policy. The renter shall provide to the Town of Marlborough a certificate of insurance evidencing the coverage required by this paragraph on or before the commencement date of the contract.

Signature: _____ Date: _____

Witness: _____ Date: _____