

## USE OF TOWN OF JAY FACILITIES PERMIT REQUEST

Instructions: Please sign this application (in triplicate) and submit originals together with a copy of your Insurance Certification naming Town of Jay as Certificate Holder and Additional Insured to: Town of Jay, P.O. Box 730, 11 School Lane, AuSable Forks, NY 12912 at least 4 weeks prior to the date for which use is requested. Your receipt of a signed copy of this form shall constitute either approval or disapproval of this application. **Any use approved shall not occur until the Town has received payment of the usage fee and proof of insurance has been submitted.** Buildings and Grounds will be rented "as is."

Date: \_\_\_\_\_ Town of Jay Permit No. \_\_\_\_\_

By: \_\_\_\_\_

### I/WE HEREBY APPLY FOR AND REQUEST PERMISSION TO USE THE FOLLOWING TOWN PROPERTY:

Facility: \_\_\_\_\_

Equipment/Services, if any: \_\_\_\_\_

Purpose: \_\_\_\_\_

Total Number of users: \_\_\_\_\_ Event Date(s): \_\_\_\_\_

Event Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Set-up or Clean-up Dates/Times: \_\_\_\_\_

Will admission be charged yes or no: \_\_\_\_\_ If yes, amount: \_\_\_\_\_

Will food be served: \_\_\_\_\_

Will alcoholic beverage be served: \_\_\_\_\_ Sold: \_\_\_\_\_

If yes, name of facility with off-premise license: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_ If checked, you **must** provide a liquor liability insurance policy.

If a corporation, LLC, not-for-profit corporation or other business entity, you must provide proof of incorporation, articles of incorporation and any other documentation proving legal existence as well any DBA.

**I/We agree to abide by and comply with all rules and regulations, policies and requirements established and/or imposed by the Town of Jay including the rules and regulations and insurance requirements attached at Appendix A, in the event this application is approved. It is understood and agreed that the use applied for, if approved, may be terminated at any time by the Town of Jay. I/We agree to leave the premises clean and free from garbage.**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Fee: \$** \_\_\_\_\_ additional fees may be charged based upon actual use or condition of property

Approved or Not Approved \_\_\_\_\_  
Town of Jay

**INSURANCE REQUIREMENTS:** To be approved and initialed by Town.

- \_\_\_ Commercial Users
- \_\_\_ Homeowners
- \_\_\_ Exception with Indemnity as set forth at Appendix A

## Rules & Regulations

1. The use hereby granted shall be non-exclusive, does not constitute a lease of such facilities, and the Town maintains the sole interest in and exclusive control of the premises and said facilities. Town functions shall supercede all uses by non-Town groups, and the use(s) approved hereby shall occur only when the building/equipment/facility is/are not in use for Town purposes.
2. The person signing the application and the Organization (hereinafter referred to as the "User") shall each be jointly and severally liable for (a) full compliance with all rules, regulations, policies and requirements established and/or imposed by Town, (b) payment of all fees, expenses and costs charged, and (c) ensuring that immediately following the use the building/equipment/facility and/or grounds are left in the same condition as existed immediately prior to such use.
3. The person in charge of the use shall be present before the use is to begin, and shall remain until all users have left Town property.
4. The applicant is solely responsible for the preservation of order during the approved use by all users and those who are attracted to the use, and shall be required to provide crowd control measures inside and outside the building/facility during the time of the approved use.
5. Whenever the anticipated number of users or spectators make it necessary, in the opinion of the Superintendent of Public Works (DPW), to require the services of police, fire police or other safety personnel, the DPW Superintendent shall require the same and the applicant shall pay all costs thereof.
6. The number of persons admitted as users and spectators shall not exceed the capacity of the building/facility requested.
7. Smoking, as well as the unauthorized possession and use of alcoholic beverages, are **STRICTLY PROHIBITED** on Town property and in Town buildings and facilities unless authorized.
8. All electrical equipment, and arrangements therefor, shall be under the direction and control of the DPW Superintendent or her/his designee. When special lighting or electric equipment is needed, arrangements must be made in advance with the DPW Superintendent. All costs and charges incurred for the applicants use of approved electrical equipment and/or hook-ups shall be paid solely by the User.
9. No Town furniture, fixtures or equipment, may be moved without the specific permission of the DPW Superintendent.
10. No equipment, furniture, scenery, props, etc. shall be stored in or upon Town property without the written consent of the DPW Superintendent. The User shall be solely responsible for the safety and security of any such property stored and shall not hold Town responsible for any loss or damage thereto.
11. All personal property of the User shall be removed from Town property once the use is completed, and any property not so removed will be at the User's risk. All personal property left on Town property shall be disposed of ten days after completion of the use.
12. The sale or service of food and/or non-alcoholic beverages shall not be allowed except upon specific written permission of the DPW Superintendent. The Town reserves the right to refuse to allow food and/or beverages to be served and/or sold.
13. Decorations shall not be permitted without prior arrangements being made through the DPW Superintendent.
14. All users shall comply with all laws and Town policies governing use of Town property and facilities as well as the conduct of persons therein and thereon.
15. **INSURANCE.** (a) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the User hereby agrees to effectuate the naming of the Town as certificate holder AND an unrestricted additional insured on the user's insurance polices, with the exception of workers' compensation.

1. User and any and all sub-contractors of User shall comply with the insurance requirements set forth at Appendix A attached hereto and made a part hereof.

2. The User is to provide the Town with certificates of insurance, and, if requested, a copy of their insurance policy evidencing the requirements set forth at Appendix A attached hereto and made a part hereof upon execution of this permit.

3. User shall provide sub-contractors insurance certificates and, if requested, copies of their insurance certificates at least fifteen (15) days prior to any sub-contractor performing any function on the property.

4. In the event that the insurance of the User or its sub-contractors is insufficient, User or sub-contractors shall remedy such deficiencies. In the event there is a failure to remedy such deficiencies, this contract shall be rendered null and void by Town.

5. User acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The User is to provide the Town with a certificate of insurance, evidencing the above requirements have been met, prior to the use of facilities.

16. To the fullest extent permitted by law, and notwithstanding any insurance requirements, the User shall indemnify, hold harmless and defend the Town from and against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Town for damages to person, property or of any other kind and nature, sustained by any person or persons, including but not limited to the User, its officers, employees, agents, contractors or subcontractors, guests and invitees, occurring during the term of User's use and occupancy within or on any portion of the subject premises arising directly or indirectly from User's use hereunder.

17. User further agrees:

(a) to take and use the premises "as is" and acknowledges that:

- (1) no representations have been made by the Town as to the condition of the property; and

(2) User has inspected the premises prior to the execution of this agreement and accepts the same as being fit and suitable for User's purposes; and

(3) User assumes all liability and responsibility for the condition of the premises during the term of this permit.

(b) that User shall not make any alterations, changes or modifications to the property without the express prior written consent of the Town, except that User is hereby authorized to set up tables and merchandise displays, and User shall and does assume all responsibility and liability for any and all such items; and

(c) to comply with all applicable Federal and State Laws, rules and regulations governing User's use of the premises for the purposes intended by User under this agreement; and

(d) not to commit or allow to be committed any waste on the premises; and

(e) not to create or allow any nuisance to exist on the premises; and

(f) not to use or allow the premises to be used for any unlawful purposes; and

(g) to be solely responsible for providing all safety equipment to and supervision of the participants and invitees in User's operations throughout the entire term of this agreement, it being agreed by User that the Town has no responsibility or obligations whatsoever pertaining thereto; and

(h) to be solely responsible for securing, maintaining and paying for any and all insurance upon User's property and equipment, of whatever nature and wherever situated, used by User in connection with User's use of the premises under this agreement, and the Town shall not be held responsible for any claims or damage thereto, including theft; and

(i) that the Town shall have the right to revoke or terminate this permit immediately in the event of User's failure to comply with the terms of this permit; and

(j) to be solely responsible for all clean-up and removal of any and all debris generated by reason of User's use of

the premises under this agreement, and such clean-up and removal shall be performed at User's sole cost and expense; and

- (k) to be solely responsible for restoration or repair of damage to the premises as a result of User's use thereof for any and all operations, with the costs thereof to be paid solely by the User. It is understood and agreed by the parties that any and all repairs and restoration shall be of a nature and extent such as to restore the property to the condition that it was in prior to User's use of the premises under this agreement; and
- (l) to promptly report in writing to the Town all damages to property of the Town or of others, or of injuries incurred by any person(s) including employees of the User, in any manner relating, either directly or indirectly, to this permit.

18. This agreement shall be construed in accordance with the Laws of the State of New York. This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the User, without the prior written consent of the Town; and any attempts to do so without the Town's written consent are null and void.

19. Non-resident for-profit organizations are not permitted unless activity is for the benefit of Jay/Black Brook residents or any fraternal or charitable organizations in the Town of Jay.

20. The Town may, at its discretion, require a custodian to cover the activity. Such custodian shall be paid by the Town and the applicant will be billed for the services.

21. The person in charge, named, shall be responsible to see that no portion of the building other than those listed below are occupied or used in any manner and also see that the affair is orderly and that no damage is done to the building, grounds, Town property or the contents.

22. This permit may be revoked at anytime with or without cause or without prior notice to the applicant by the Town and there shall be no liability on the Town.

23. Applicant agrees to pay the Town for damages or loss, which may be incurred through its use. The person who signs this application personally guarantees such payment and also guarantees payment of the

custodian costs, if applicable.

24. In the event of inclement weather, the Town has the final authority on whether the facilities are useable and may revoke this permit.

25. All posted rules of the Town must be adhered to including, but not limited to, the Town of Jay/Town of Jay Youth Commission Model Code of Conduct for Youth Commission Events and the Town of Jay/Town of Jay Youth Commission Spectator Parent Policy each dated February 13, 2020 attached to this permit.

26. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited and those violating this provision will be objected from the premises by applicant, its employees, designees or by the Town of Jay.

27. Use of facilities will not interfere with activities of the Town of Jay or any of its officers or employees.

29. In exercising the rights herein granted, applicant shall not prevent or block vehicular or pedestrian ingress or egress on or over Town property or residential property and should the same occur, shall promptly ensure that any violators shall move their motor vehicle.

30. Medical staff and emergency first aid treatment and EMTS are not available on the premises.

31. The provisions of Paragraph 16 regarding defense and indemnification shall survive the termination of this agreement.

32. All activities shall be restricted to that area for which permission is granted.

33. The activities shall not extend beyond the hours approved in this permit application.

34. The Town authorities shall have free access at all times.

35. The security deposit shall not be returned until all keys are returned and the premises have been inspected and are acceptable to the Town.

**APPENDIX A**  
**INSURANCE REQUIREMENTS - USE OF FACILITIES**

**A. Commercial Users:**

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- \* **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the Town as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the Town.

III. The policy/policies of insurance furnished by the Contractor shall:

- \* be from an A.M. Best rated "A" New York State licensed insurer; and
- \* contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the Town for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. Prior to commencement of work or use of facilities, the Contractor shall provide to the Town proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the Town to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the Town.

VI. All certificates of insurance will provide 30 days notice to the Town of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The Town, its Board, employees and volunteers shall be listed as an additional insured on a primary and non-contributory additional insured on the insurer's policy. A copy of the actual additional insured endorsement with the certificate must be included.

X. The failure of the Town to object to the contents of the certificate of insurance or the absence of it shall not be deemed a waiver of any rights and all rights held by the Town.

**B. Individuals:**

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

— **Homeowners Insurance**

Liability: \$300,000.00 Limited Liability.

Policy shall not exclude the off-premises activities of the insured.

The hereinabove sections II through IX shall also apply.

**C. Exceptions:**

In the event that individuals or permittees are unable to obtain commercial general liability insurance or coverage under their homeowners insurance at a reasonable and cost effective rate, the Town may waive the provision of insurance by the contractor however, in such a case, the contractor, to the full extent permitted by law, and notwithstanding any insurance requirements, shall indemnify, hold harmless and defend the Town from and against any and all losses, claims, actions, demands, damages, liabilities or expenses, including, but not limited to, attorneys fees and all other costs of defense up and through appeal by reason of any liability whatsoever imposed by law or otherwise upon the Town for damages to the person, property or any other kind in nature, sustained by any person or persons, including, but not limited to, the user, its officers, employees, agents, contractors or sub-contractors, guests and invitees, occurring during the term the users use the occupancy within or on any portion of the subject premises alleging directly or indirectly from the users use hereunder.