

Date Received: _____

Amount Paid: _____

Receipt Number: _____

Village of Sloatsburg
Incorporated October 7, 1929
96 ORANGE TURNPIKE
SLOATSBURG, NEW YORK 10974
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REQUEST FOR USE OF COMMUNITY FIELDS (Rev. 01/14)

The use of the Community Fields must be in conformance with the policies of the Village of Sloatsburg Board of Trustees which are summarized on the reverse side of this request form. In addition, requests must be in writing on this form only and should be submitted at least four weeks in advance. Early submission will allow the Village adequate opportunity to schedule the use of the facility and will avoid delay in receiving approval of the request.

Please print or type one copy of this form and submit directly to the Village of Sloatsburg at the above address.

Date of Application: _____

Type and purpose of activity planned: _____

Facility desired: _____

Date(s) / Day(s) requested: _____

SEE SELECTED POLICY AND REGULATIONS ON REVERSE

Requested Time Block(s): _____ Lights Requested: Yes No

Total No. Requested Time Blocks: _____ Total No. Requested Light Usage: _____

Estimated number to attend: _____ Amount of admission, if any, charged: _____

Organization Name: _____

Address: _____

Name of applicant for the organization: _____ Email: _____

Address: _____ Telephone: _____

Type of Organization: NOT FOR PROFIT: OTHER: _____

Selected Policies and Regulations for the Use of the Community Facilities

The Board of Trustees recognizes that the Community Fields, grounds and facilities of the Village should be made available for the pursuit of social and recreational activities. A permit for the use of Village facilities will be issued only to approved organizations, subject to the fiscal constraints and statutory limitations imposed upon the Village. The recreational complex will be open for use from April 1st through December 1st, weather permitting.

The Village Board of Trustees delegates to the Village Clerk/Treasurer or his designee full authority to implement the policies and pass upon all requests for use of facilities. The decision to grant or deny such a request shall remain at all times in the discretion of the Village Clerk/Treasurer or his designee.

In encouraging the use of the Village facilities, the Board of Trustees is concerned with controlling the costs arising from such usage and in providing for insurance protection against personal and property damage claims. Accordingly, where the Village has incurred or may incur additional costs (for example field maintenance, sanitation facilities and refuse removal) the organization using the facility must reimburse the Village according to the policies and fee schedule established by the Board of Trustees. A certificate of insurance, stating coverage of a minimum of \$1,000,000/\$2,000,000 aggregate, naming the Village of Sloatsburg as an additional insured is required. Additionally, applicants must execute the Indemnification/Hold Harmless Agreement in favor of the Village of Sloatsburg which is annexed to this application. All fees and insurance documentation must be submitted to the Village before a permit will be issued.

Time Blocks

The established time blocks for the use of the community facilities are as follows:

8 AM - 11 AM 11 AM - 2 PM 2 PM - 5 PM 5 PM - 8 PM 8 PM - 11 PM

Requested changes to the initial schedule must be in writing, FAX or email three days prior to the scheduled usage. Credit can be given for days not used; however, no refunds will be issued. Revisions to original application must include the number of three hour time blocks requested and the number of light usages. Payment for requested additional times beyond the initial schedule must be made within two days.

Fee Schedule

Usage: \$45.00 per Time Block Light Usage: \$40.00 per Time Block Requested

Payment in full for the entire season based on the agreed schedule is required at the time the application is made. A permit to use the facility requested will be issued upon the receipt of the required fees. Applicants for requests that are not approved will be notified. Any group utilizing the facilities above and beyond their designated time allocation without authorization will have their permits terminated. There will be no changes made to the original approved schedule, other than for weather conditions. Official closure of the recreational complex due to weather conditions will result in a refund of fees, if no suitable make up days can be scheduled. The Superintendent of Public Works has complete control over the use of the facilities and the closing of same.

False statements will nullify an applicant's request. Any applicant filing a false application will be required to pay any applicable fees retroactive to the date of the original application, plus a \$50.00 processing fee.

The parking of automobiles is the responsibility of the organization using the facility. Violations of parking regulations may be cited by the local police department, and vehicles may be towed away at the owner's expense.

The use or possession of alcoholic beverages or any other drug is prohibited on Village property.

I accept all responsibility for fulfilling the requirements established by the Village of Sloatsburg for the use of the facilities.

Signature

1/1/2016

Village of Sloatsburg

Facility Use Insurance Specifications

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the applicant hereby agrees to effectuate the naming of the municipality as an additional insured on the applicant's insurance policies.

The policy naming the municipality as an additional insured shall:

Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.

State that the organization's coverage shall be primary and non-contributory coverage for the municipality its Board, employees and volunteers.

The municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.

At the Municipality's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.

- II. The applicant agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- III. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- IV. Required Insurance:

Commercial General Liability Insurance - \$1,000,000 per occurrence/
\$2,000,000 aggregate, with coverage for athletic participants.
- V. Applicant 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 applicant is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VI. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.

**Village of Sloatsburg
Facility Use Indemnification and Hold Harmless Agreement**

INDEMNIFICATION/HOLD HARMLESS:

The _____ shall, to the fullest extent permitted by law and at its own
Organization Name
cost and expense, defend, indemnify and hold the Village of Sloatsburg, its elected officials, directors, members, officers, employees, servants, representatives, consultants, property managers and agents harmless from and against any and all claims, loss (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property caused by or resulting from any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract by the organization or its subcontractors. The foregoing indemnity shall include injury or death of any employee, director, member, player, coach, manager, fan, spectator, or other person who participates or is involved at the site as a result of the organizations use of the facility of the organization and shall not be limited in any way, except to the extent that it was caused by Village of Sloatsburg's negligence by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. The organization agrees to waive any right of action against the Village of Sloatsburg to the extent that damages claimed are covered under any of its insurance policies.

Location:

GL Policy Number: _____
Insurance General Liability Policy Number

GL Umbrella Policy Number: _____
Umbrella Policy Number

Insured: _____
Organization Name

Signature

Date