#### TOWN OF MARBLETOWN PARK APPLICATION PO Box 217, Stone Ridge, NY 12484 (OFFICE: 845 687-7500 x170)

Please complete this application and submit it to the Town of Marbletown Youth and Recreation Office to PO Box address noted above. You will be notified if application is approved or disapproved. Notification will include special requirements for use or reason for denial. (Must be 21 yrs. or older)

FEES: (2 separate checks made payable to: Town of Marbletown) Residents: \$75.00 (plus \$100.00 security deposit refunded upon inspection of the park) Non-Residents: Fee of \$100 per event (plus \$100.00 security deposit)

PERMITS NEEDED:

If you are supplying/serving food for a public event you must obtain a Health Dept Permit and Submit a copy of it to this office prior to the event. (Does not include private parties)

Insurance; see insurance requirements attached

#### PARK CLOSES AT 8PM

Security Deposit will not be returned under the following conditions: Property damage, additional required cleaning or party does not exit park by 8pm causing town employee to return at a later time to lock the gate.

NAME /ORGANIZATION					
SPECIFY ALL DATES PARK IS REQUESTED:					
HOURS:	TYPE OF EVENT				
WILL ALCOHOLIC BEVERA	GES BE SERVED?	(see above permits needed)			
PERSON(s) SUPERVISING: NAME	ADDRESS	PHONE #			
APPROXIMATE NUMBER OF	FPEOPLE				
WILL ADMISSION FEE BE C	HARGED?F	OW MUCH?			
WHAT USE WILL BE MADE	OF PROCEEDS FROM A	ABOVE?			

#### DOES NOT PRECLUDE PUBLIC USE

The Marbletown Recreation Park is owned and operated by the Town of Marbletown. Its purpose is to provide Town sponsored or co-sponsored recreational, educational, and/or community programs for the Marbletown community. When the Recreation Park space is not scheduled to be utilized by the Town of Marbletown, organizations and individuals may reserve and rent space for their use in accordance with this Reservation and Rental Policy.

Marbletown Recreation Park is available to be rented and reserved to individuals; civic, educational, recreational, and cultural nonprofit groups; and to business organizations. **Rental use for making a profit is prohibited**. Rental rates, charges, and/or fees are established and approved by the Marbletown Town Board.

### POLICIES

- 1. If the applicant ("Licensee") is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must always be present and supervising.
- 2. In addition to the park rental fee, applicable fees for reservation and rental of the Marbletown Recreation Park may include professional cleaning and damage security deposits.
- Licensee will comply with all laws, ordinances, and regulations adopted or established by federal, state, county, or Town of Marbletown and require that all its attendees comply with same. Licensee will comply with all Marbletown Recreation Park rules and regulations and will require that all its attendees comply with same.
- 4. The Town of Marbletown or its agents will not be responsible for any accidents or personal injuries that occur during the leasing period. Licensee is responsible for the actions of the participants in their group and/or event.
- 5. The Town of Marbletown will not be responsible for any stolen or left behind goods
- 6. Licensee is responsible for the cost of any professional repairs or replacement of any damages to the park or equipment.
- 7. Alcoholic beverages are not allowed in the Marbletown Recreation Park unless the approved applicant has obtained and provided a "Host Liquor Liability License". (eventhelper.com)
- 8. The Town of Marbletown reserves the right to require Licensee to provide insurance for its events including insurance covering the Town of Marbletown, the facility and the persons in attendance.
- **9.** Licensee's event shall end no later than 8:00pm, including clean up time.
- 10. Licensee's reservation is for the hours specified on Licensee's reservation application that has been approved by the Town of Marbletown. Please make sure that you request enough time for set up and clean up. Licensee will be subject to additional charges for time that exceeds the approved hours. These charges could be withheld from applicable security deposit.
- **11.** Application, Rental Fee and Security Deposit are due at the time of booking. No reservation is confirmed until form, fee and security are received.
- 12. Licensee always agrees that the event and all activities will be conducted with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the Town of Marbletown to assure such safety. Licensee agrees to not bring onto the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon. The Town of Marbletown shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal.
- **13.** Licensee assumes all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyright music, movies, devices, processes or dramatic rights used on or incorporated in the event.
- 14. The Town of Marbletown reserves the right to make cancellations to any reservation at any time due to unforeseen circumstances. Cancellation notices will be issued as far in advance as possible. All rental fees and deposits will be returned in full if the cancellation is initiated by the Town of Marbletown. The Town of Marbletown will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Marbletown.
- **15.** Cancellations initiated by Licensee less than 72 hours prior to a reservation will not be refunded their security deposit. If cancellation is due to inclement weather, security and any rental fee paid will be at the discretion of the Youth and Rec Office.
- 16. The Town of Marbletown reserves the right to refuse rental to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Marbletown Recreation Park.
- 17. Licensee must ensure that the facility is left in a manner that is consistent with the way it was upon their arrival. Licensee is expected to make sure all trash, paper, cups, food, bottles, etc. is placed in the provided and appropriate containers.
- 18. At the conclusion of the rental, Licensee understands that they will be held financially responsible for any damages to the facility that may occur during the event and are always responsible for their guests' behavior. The Town of Marbletown endeavors to provide and maintain a family atmosphere and facility. The Town of Marbletown expects each user group to treat the Marbletown Recreation Park with care and respect.

#### 19. No confetti or glass is allowed in the Park

- **20.** Application approval does not preclude the use of the park by the public
- 21. Dogs must be leashed and under the owner's control at all times. Clean-up after any dogs is the responsibility of the owner.
- 22. Vehicles must be parked in designated parking areas within the park; parking on road shoulders or adjoining properties will not be allowed.
- 23. If your party will exceed 200 people, porta potty's must be brought in at your expense.

# The Town of Marbletown reserves the right to alter these policies if necessary or it is in the best interest of the Town of Marbletown.

The undersigned Licensee certifies that it has read the above rental policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and rented the Marbletown Recreation Park. Licensee agrees to defend, indemnify and save harmless the Town of Marbletown, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the Marbletown Recreation Park. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests. The signer agrees to obey all laws of the Town and takes note of the Town Ordinance requiring prior written notification to the Town regarding property in need of repair or replacement.

IF LICENSEE IS AN INDIVIDUAL:	IF LICENSEE IS AN ENTITY:
(Print Name)	(Print Entity Name)
(Signature)	(Signature of authorized person)
(Date)	(Print name of authorized person)
	(Title of authorized person)
	(Date)
Town Staff Signature:	
Printed Staff Name:	Date

Emergency	Numbers
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Jill McLean	845-849-6216
Rich Parete	845-797-4241

parks@marbletown.net www.marbletown.net

### Use of the Town of Marbletown Community Center and Town Park Insurance Requirements

#### No Alcohol At Event

You must provide a Certificate of Insurance from your Homeowner's/Renter's insurance policy. If you do not have homeowner's/renter's insurance, you must obtain an Event Policy for the day you are renting. <u>www.eventhelper.com</u>

#### **Alcohol At Event**

You must obtain a Host Liquor Liability License naming the Town of Marbletown as additional insured. <u>www.eventhelper.com</u> or through your homeowner's/renter's policy

#### **Description of Operations:** should read as follows:

The Town Of Marbletown is listed as additionally insured with respects to liability as required by written contract on a primary and non contributory basis for the rental and use of Town property on ------date(s)------

#### **Certificate Holder**

Town of Marbletown PO Box 217 Stone Ridge, NY 12484

# Certificate for Additionally Insured and Waiver of Subrogation boxes need to be checked.

Please see the **SAMPLE** COI below for reference. **ITEMS IN RED ARE REQUIRED** 



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENCY NAME	CONTACT NAME:	AGENT NAME	
	PHONE (A/C No Fxt)	FAX (A/C, Noj:	
BURBANK CA 91502	E-MAIL ADDRESS;	_	
			NAIC #
	INSURER A :	INSURANCE COMPANY NAME	12345
	INSURER B :		
INSURED NAME 123 MAIN ST	INSURER C :		Ī
BURBANK CA 91502	INSURER D :		
	INSURER E :		
	INSURER F :		

#### COVERAGES **CERTIFICATE NUMBER:**

**REVISION NUMBER;** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EXP (MM/DD/YYY)		s
A	GENERAL LIABILITY	X			$\sum$		EACH_OCCURRENCE DAMAGE TO RENTED PROMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	s     1,000,000       s     300,000       s     10,000       s     1,000,000       s     2,000,000       s     2,000,000
	X         POLICY         JECT         LOC           AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT /Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE /Per accident)	\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S						EACH OCCURRENCE AGGREGATE	s s s
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXQ.UDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS Below	N(A					UC STATU- TORY LIMITS ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
			$\mathbf{X}$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The Town of Marbletown is listed as additionally insured with respects to liability as required by written contract on a primary and non contributory basis for the rental and use of Town property on ------date(s)

CERTIFICATE HOLDER	CANCELLATION
Town of Marbletown PO Box 217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Stone Ridge, NY 12484	AUTHORIZED REPRESENTATIVE
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