

**FACILITIES USE AGREEMENT
RULES AND REGULATIONS**

It is the responsibility of the Town Board to assure that the use of Town buildings, equipment and grounds will at all times meet New York State, Niagara County, and Town of Pendleton rules, regulations, ordinances, and laws. Additionally, the Town Board is further responsible for ensuring the safety of all visitors to Town property and also limiting any exposure to unnecessary or unreasonable liability

Your assistance and cooperation in following the rules identified below will assist the Tow Board in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occurs to any Town facilities, property, or equipment during use or have their building use privileges suspended or discontinued.

All groups requesting the use of Town of Pendleton facilities must agree to the following conditions:

1. Alcoholic beverages are not permitted on Town property.
2. Smoking on Town property is not permitted within 100 ft. of any athletic field or playground.
3. Fighting or other violent acts are not permitted on Town property.
4. Any individual or group that damages Town property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
5. Groups are responsible to return the facilities to the same safe and clean condition in which they were found. Nothing will be removed from any building at any time without permission. This includes all furniture.
6. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. **Participants should remain in the area that was approved for their use on their building use form.**
7. Groups that have not received proper authorization from the Town to use Town facilities will not be permitted in/on Town properties. Proper authorization includes a Board-approved building use form.
8. A **Certificate of Insurance** must be obtained with the Town of Pendleton as the certificate holder on the sponsoring group's liability policy, along with this signed form. In the description of the operations box, the following must be included:
 - a. The group name and activity
 - b. The Town must be named as Additional Insured on a **primary and non-contributory** basis including the following statement: *"Town of Pendleton and its employees, elected leaders, committee members, board members, are hereby named as Additional Insured."* The Certificate **MUST reference the policy form(s)** being used to effect this **PRIMARY AND NON-CONTRIBUTORY** coverage.
9. **Certificate of Insurance** must have the **required** insurance coverage checked () below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department :
 - a. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and property damage liability.

General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000
 - b. **Sexual Misconduct (Molestation or Abuse) Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
 - c. **Automobile Liability** insurance covering all owned, hired and "non-owned" vehicles with a minimum limit of:

Combined Single Limit	\$1,000,000
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 - d. **Umbrella or Excess Liability**

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000
 - e. **Workers' Compensation** - evidence must be presented on form C-105.2 or U.26.3
 - f. **New York Disability Benefits** - evidence must be presented on form DB-120.1

I _____ agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to Town of Pendleton property. We also agree that our organization will at all times hereafter indemnify the Town of Pendleton against any loss, damage or expense of any kind, which said Town may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said Town harmless for loss of any kind in connection therewith.

Name of Group

Signature - Requesting Officer

Date

AGREEMENT

**For Use of Facilities of the Town of Pendleton
By Non-Town Organizations**

Name of Organization _____

Name of Representative _____

Mailing Address _____ Phone _____

Contact Person (if different) _____ Phone _____

Requests use of the facilities at Town Hall Park Shelter Old Highway Garage

Other (specify) _____

Room(s) (if applicable, please specify) _____

Equipment (if applicable, please specify) _____

Other (describe) _____

Date(s): _____ Time(s): Start _____ AM PM; End _____ AM PM

Please describe activity _____

It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.

Date _____ Signature of Organization Representative _____

Remarks _____

Note: It may become necessary to displace a group/activity due to unforeseen circumstances. Town of Pendleton activities will at all times take priority over non-Town activities.

Town Clerk Authorization

Date _____ Signature of Town Clerk _____

Park facilities use also requires Signature of Highway Superintendent _____

Insurance Certificate Required YES NO Certificate Provided YES NO

Requested Facilities Available YES NO

Remarks _____

Town Board Authorization

Authorized by _____ Approved at _____ TB Meeting

Date _____ Signature / Title of Authorizing Authority _____

In consideration of the use of the Town of Pendleton facilities, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the Town:

1. Admission fees are not to be charged unless the proceeds are to be expended for charitable purposes only, except as provided by law.
2. Grounds and buildings must be kept clean, neat and orderly.
3. Organizations must assume responsibility for keeping order while they are using the facilities.
4. All costs resulting from careless use of Town property or damage to Town property will be assessed against the organization.
5. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
6. Tobacco use within Town buildings is prohibited. No tobacco use is allowed within 100 feet of any athletic field, playground, or other park location where children under 18 years of age are assembled.
7. Alcoholic beverages are not allowed at any time in Town buildings. Furthermore, the use of alcoholic beverages at the time of any organized youth event is prohibited. Examples include organized baseball and softball games and practices.
8. Skateboards, rollerblades and similar items may not be used inside any Town building.
9. All schedules must be completed and approved by the Town Clerk (Town Hall use) and/or Highway Superintendent (Town Park use), and no changes are to be made without his/her approval.
10. Bicycles, wagons, etc. are not to be taken inside a Town building.
11. Bounce houses and other similar inflatable structures are not permitted on Town property.
12. Propane cylinders for portable cooking devices are limited to portable cylinders/tanks no larger than 20 lb. / 5 gallon in size.
13. In case the person in charge is changed, the organization must report that fact in writing immediately to the Town of Pendleton.
14. In case of an accident resulting in injury to any person or damage to any property, it **MUST BE REPORTED** immediately to Town Board. All reports **MUST** be in writing.
15. Facilities usage is limited to Town of Pendleton organizations in which the majority of members are Town residents.
16. The Town Board reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
17. The Town Board requires a **Certificate of Insurance** from the organization and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
18. Groups will be required to enter/exit the Town building(s) promptly at the time designated and approved.

**TOWN OF PENDLETON
FACILITIES USE - GENERAL ANNOUNCEMENT**

GENERAL ANNOUNCEMENT

Directions: the group representative should make the following general announcement to the group participants.

1.0 Cancellation of Program

In the event the Town of Pendleton Town Hall is closed due to some unforeseen circumstance (inclement weather, power failure, etc.) your group may not be able to meet on that day. It is at the discretion of the Town Board to allow facilities usage in such circumstances.

Should this occur the Town will make every effort to make a general announcement on the local radio stations and/or Town website. Please advise your participants should this situation arise.

2.0 Fire Alarms

If the fire alarms sounds while your group is present in the building all participants must leave the building immediately. Prior to the start of your activity, the group should familiarize itself with the nearest exit routes and the quickest means of egress. Remember to evacuate the school immediately when you hear the audible fire alarm!

3.0 Safety Rules

The safety and well being of building occupants is of the utmost importance to the Town Board. Group representatives are required to inform all participants of the following items:

- 3.1 Designated parking areas.
- 3.2 Emergency exits and egress routes.
- 3.3 Construction activities and other "stay clear" areas in the buildings/grounds.
- 3.4 Adherence to all Facility Rules and Regulations

I _____ acknowledge that I have received a copy of the General Announcement sheet, emergency exiting and designated parking area diagrams and agree to assume the full responsibility for notifying the participants of the _____ of these items.
(Name of Group)

Signature - Requesting Officer

Print Name

Date