

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 law.

Your assistance and cooperation in following the rules identified below will assist the Town 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 occur to the Town facilities 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
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 condition in which they were found. Nothing will be removed from any building at any time.
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.

Regan Intermediate Sandra Park 5/5/25
Name of Group Signature - Requesting Officer Date

AGREEMENT

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

Name of Organization Starpoint - Regan Intermediate

Name of Representative Sandra Parkhill

Mailing Address _____ Phone _____

Contact Person (if different) same Phone
716-314-3999

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

Other (specify) _____

Room(s) (if applicable, please specify)

Equipment (if applicable, please specify)

Other (describe) all 3 shelters

Date(s): June 3rd + 4th - 11:30ish - 1:30ish ↓

Please describe activity _____

Stopping at park to eat lunch + use playground
after field trip and before returning to school.

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 5/5/25 Signature of Organization Representative

Sandra Park

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.

Recreation Director Authorization

Date _____ Signature of Recreation

Director _____

*If it's raining
we would not
use facilities.