USE OF FACILITIES

Town of Chateaugay

PO Box 9 Chateaugay, NY 12920

518-497-6931 Ext. #6

APPLICATION FOR USE OF COMMUNITY FACILITIES

NON-RESIDENT

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INOFORMATION ABOUT GROUP/INDIVIDUAL

Name of Organization or Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_ - Supervisor in Charge: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INFORMATION ABOUT INTENDED USE OF MUNICIPALITY FACILITES

Purpose of Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated total participants: Expected \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Adults: \_\_\_\_\_\_\_ Children: \_\_\_\_\_\_\_\_\_\_

Is equipment required: Pavilion \_\_\_\_\_\_\_\_\_ Oven \_\_\_\_\_\_\_\_\_\_\_ Pools \_\_\_\_\_\_\_\_ Playground \_\_\_\_\_\_

Agreement: The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/She agrees to be responsible to the Town of Chateaugay for the use and care of the facilities. He/She, on behalf of the Town of Chateaugay does hereby covenant and agree to defend, indemnify and hold harmless the Town of Chateaugay from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys’ fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Town of Chateaugay property, facilities and/or services by the Town of Chateaugay.

NON-RESIDENT FEE IS: $250.00 (Payable with submitting application)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Position within Organization

INSURANCE AGREEMENT – USE OF FACILITIES

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Town of Chateaugay as an additional insured on the permittee’s insurance policy.
2. The policy naming the Town of Chateaugay as an additional insured shall:
3. Be an insurance policy from an A.M. Best rated or better insurer, licensed and admitted in New York State.
4. State that the permittee’s coverage shall be primary and non-contributory coverage for the Town of Chateaugay, its Board, employees and volunteers.
5. The Town of Chateaugay shall be listed as additional insured by using endorsement CG 2026 or equivalent. A completed copy of the additional insured endorsement must be attached to the certificate of insurance.
6. At the Town of Chateaugay’s request, the permittee shall provide a copy of the declaration page of the lability and umbrella policies with a list of endorsements and forms. If so requested, the permittee will provide a copy of the policy endorsements and forms.
7. If you do not have adequate insurance a one-day policy is available from Sid G. Spear Insurance (OneGroup) 313 West Main Street, Malone, NY 12953, 518-483-1770 or any other insurance company.
8. The permittee agrees to indemnify the Town of Chateaugay for any applicable deductibles and self-insured retentions.
9. Required Insurance:
10. Commercial General Liability Insurance:

$300,000 per occurrence/$300,000 aggregate, with no exclusions for athletic participants.

1. Excess Insurance:

$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-up basis.

1. Permittee acknowledges that failure to obtain such insurance on behalf of the Town of Chateaugay constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Chateaugay. The permittee is to provide the Town of Chateaugay with a certificate of insurance, evidencing the above requirements have been met, 20 days prior to the commencement of work or use of facilities.
2. Certificate of Insurance must be provided twenty (20) days prior to event.