

VILLAGE OF DEXTER
509 Liberty Street, Dexter, NY 13634
APPLICATION FOR USE OF COMMUNITY FACILITY

Today's Date: _____

Date(s) Requested _____

Hours of Use: _____

Village Property requested for use _____

INFORMATION ABOUT YOUR GROUP

Name of Organization or Individual: _____

Address _____

Contact person in charge _____ Phone # _____

INFORMATION ABOUT YOUR INTENDED USE

Type of use or event _____

Total Participants Expected: _____ Adults: _____ Children: _____

Is an admission fee charged? _____ Yes _____ No

If so, what will proceeds be used for? _____

Any organization using village property is required to have their own Liability Insurance. The organization must provide the Village of Dexter with a Certificate of Insurance, naming the Village of Dexter additionally insured. Certificate of Insurance will show agreed upon limits.

The following are responsibilities of the user:

- 1) Buildings, Grounds and Parking areas must be restored to "as good or better" condition following the event.
- 2) All trash generated and the removal thereof is the user's responsibility. Any redeemable cans or bottles are also the user's responsibility. There is a can and bottle donation drop off location in the Dexter American Legion Parking lot at 105 E. Bronson St.
- 3) No alcoholic beverages to be consumed on Village Property.
- 4) The actions of the patrons on the grounds are the direct responsibility of the user or sponsor of the event. The Village of Dexter will not be held responsible in any way for these patrons and their activities.
- 5) User will be responsible for any damages to the buildings, grounds, or facilities sustained during the event, and/or directly attributed to the event.
- 6) Parking allowed only in designated areas. There is no overnight parking or camping.
- 7) If supervision of activities is required, a written list of supervisors/chaperones must be presented to the Village Clerk ten (10) days in advance of the activities.

The **Village of Dexter** gives permission to _____ to pursue its activity on Village Property. 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 municipality for the use and care of the facilities. He/she, on behalf of _____ does hereby covenant and

agree to defend, indemnify and hold harmless the Village of Dexter 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 the Village of Dexter's property, facilities and or services by _____.

Signature of Individual/Organization's Representative Address: _____
Telephone: _____

Date

By signing below, you are acknowledging that and inherent risk of exposure to COVID-19 exists in any public place where people are present. By signing below, you and any children or guests voluntarily assume all risk related to exposure to any communicable diseases, included but not limited to COVID-19 and agree not to hold the Village of Dexter or any other affiliated, employees, contractors, students, guests, observers or volunteers liable for any illness or injury.

Signature of Individual/Organizations Representative

Date

Village Approval

User

Date

Date

VILLAGE OF DEXTER
509 Liberty Street, Dexter, NY 13634
FACILITY USE REQUIREMENTS

The use of all Recreational and Parks facilities shall be subject to the approval and rules of the Village of Dexter administered by the Village Mayor.

1. Organizations wishing to use municipal facilities shall first apply with the Village of Dexter on the prescribed form. The Village Mayor has final authority on approval.
2. In the event of inclement weather, the Superintendent or his designee has the final authority on whether facilities are usable.
3. **Intoxicants/Alcohol shall not be brought onto municipal facilities at any time.**
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damages sustained to municipal buildings, grounds, or facilities during the event and or directly attributed to the event shall be promptly repaired at the user's expense. No exceptions. The Village of Dexter will not be held responsible in any way for these patrons and their activities.
7. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving and keys promptly returned to the Village Office at 509 Liberty Street. Drop Box available.
8. Organizations using the facilities must restore buildings, bathrooms, and grounds to "as good or better condition following the event. All trash generated and the removal thereof is the user's responsibility. Any redeemable cans or bottles are also the user's responsibility. There is a can and bottle donation drop off location in the Dexter American Legion parking lot at 105 East Bronson Street.
9. No overnight parking or camping unless prior approval has been granted.
10. Permits may be revoked at any time.
11. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
12. Call **911** in the event of an emergency. Non-emergency dispatch telephone number for police is: 315-786-2601. The appropriate authority must be contacted in the event of an emergency.
13. When required, users must provide the following insurance prior to using facilities.

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

Commercial Users:

- A. The user hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the user's policy.
- B. The policy naming the municipality as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - contain a 30-day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers; and
 - additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The user agrees to indemnify the municipality for any applicable deductibles.
- D. Enclose a copy of the endorsement providing additional insured status.
- E. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- F. User 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 user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the municipality.

Individuals:

Required Insurance:

- **Homeowners Insurance**
Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.