

APPLICATION FOR USE OF FACILITIES

Town of Russell

Any or all properties owned by the Town of Russell

315-347-2358; Fax: 315-347-4244

Event: _____ Event date: _____

Responsible person/group: _____ Phone #: _____

Address of responsible party: _____

Private or Open to public (circle one) Anticipated Attendance: _____

Start Time: _____
(This is the earliest time you will need the room)

End Time: _____
(This is the latest time you will need the room)

Recurring Event: _____
(Beginning date, ending date, frequency of event)

Property in use? _____ Any alcohol? _____ Are you charging a fee? _____

Other factors: (DJ, live band, decorations, video screen, inflatable or mechanical rides, special equipment you will use, etc. – write on lines below)

The undersigned shall provide a Certificate of Insurance to the Town Clerk of the Town of Russell naming the Town of Russell as the Certificate Holder and Additional Insured for General Liability. The Certificate shall be furnished before the close of business two (2) business days prior to the anticipated event. This condition may be waived by the Town of Russell upon request from the applicant, and if the event is deemed none hazardous or harmful to the public.

I request a waiver of the Certificate of Insurance (circle one) Yes No

Tenant signature: _____ Date: _____

Waiver granted (circle one) Yes No by the (circle one) Town Clerk Town Supervisor Town Board
If waived, Town Clerk or Town Supervisor to sign here. _____

Use of Facilities Permit Granted (circle one) Yes No by the Town Clerk _____

The Town reserves the right to decline the Facility use request if, in the Town Board's opinion, it involves anything hazardous or otherwise harmful to the public.

ALCOHOL MAY NOT BE SOLD ON THESE PREMISES. If you wish to serve alcohol on these premises, you must read and sign an addendum on alcoholic beverages.

HOLD HARMLESS AGREEMENT

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I, _____, designated as the TENANT, am the responsible party (over 21 years of age) for this function. I am responsible to the Town of Russell (OWNER) for use & care of the facilities/property per the attached agreement/contract, and I assume ALL responsibility and liability for any damage done to the premises or persons in connection with this event. In consideration of the mutual promises contained herein and other good and valuable consideration, OWNER and TENANT agree as follows:

To the fullest extent permitted by law, I, the TENANT, shall defend, indemnify and hold harmless the OWNER, its officers, directors, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorney fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the TENANT, its employees, agents, subcontractors, guests for the actual or proposed use of the facility and property. In the event any provision of this agreement is held to be unenforceable or voidable by court, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provision as similar in terms as may be enforceable under applicable law.

I further state that I have read the attached sheet of rules and guidelines for the use of these premises and I agree to comply with them.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of today's date:

Owner or authorized representative

Tenant or authorized representative

(Print Name)

(Print Name)

(Sign Name)

(Sign Name)

Today's date: _____

Today's date: _____

ALCOHOL ADDENDUM

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The undersigned TENANT acknowledges that any alcoholic beverages brought onto the premises will be that of your own discretions and that **THE SALE OF ALCOHOLIC BEVERAGES ON THE PREMISES IS FORBIDDEN**. The Town of Russell (OWNER) is NOT responsible for supplying, serving and /or distributing any alcoholic beverages or food at your event. The undersigned TENANT also acknowledges that they are responsible for following NYS Laws regarding the serving/distributing of alcohol to guests, minors, and intoxication. The undersigned is completely liable for any damages resulting from the service or distribution of alcohol and agrees to hold the Town of Russell harmless from and against any and all liability, loss, damages, claims or actions for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed serving/distributing of alcohol to any attendee of your event.

Tenant or authorized representative

(Print Name)

(Sign Name)

Today's date: _____