



Emergency Squad Building

Facility Use Agreement

Event: _____

Date of Event: _____

Time of Event: _____ (not to exceed 4 hours)

Number of People Attending: _____ (not to exceed 100)

Applicant: _____

Address: _____

Phone: _____ Email: _____

By signing below, the Applicant certifies that (s)he has the authority to enter into this Agreement, has read and understood the attached Terms of Use and has executed the Indemnification and Hold Harmless Agreement, both of which are incorporated herein.

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Town of Corinth

For Office Use Only:

____ Approved ____ Denied

____ Availability confirmed with _____

Applicant received TERMS OF USE _____

____ Fees Collected

____ Received insurance certificate with Town as Additional Insured or Policy

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I _____, having an address of _____,
hereby agree to indemnify and hold harmless the Town of Corinth and Corinth Emergency Squad, a New York State municipal corporation, against all liability, loss, or damage, from any claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it, including reasonable attorneys' fees by reason of any act or conduct, including negligence, omission, tortuous act, willfulness conduct or otherwise of _____, their agents or representatives, arising out of the use of the Corinth Emergency Squad Building for _____ (Event) located at 101 Sherman Avenue, Corinth, NY.

(If a corporation) _____ further agree that it will name the Town of Corinth as an additional insured on its general liability policy and will provide the Town of Corinth with a Certificate of Insurance demonstrating this upon request by the Town Supervisor.

(If an individual)_____ further agree that it will provide the Town of Corinth with a copy of the Certificate of Insurance or Declarations Page for his or her homeowners or renters insurance policy, demonstrating the limits of said policy.

Dated: _____

By: _____

Title: _____

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**EMERGENCY SQUAD BUILDING
TERMS OF USE**

Date/Time: _____

The Town of Corinth will allow _____ use of the Emergency Squad Building on the date and time set forth on the application subject to the following terms and conditions.

CLEAN FACILITIES: The Town of Corinth will provide at its expense, use of clean facilities together with heating and overhead lighting for ordinary use.

CANCELLATION BY APPLICANT: Should Applicant cancel the event within 7 days of the event, no refund shall be paid.

RULES AND REGULATIONS: Applicant agrees to conduct their activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to assure such safety. Applicant further understands and agrees:

1. Applicant must be at least 21 years of age and be present at the event;
2. Adequate adult supervision will be provided for all minors at the event;
3. Smoking is prohibited within the facility;
4. Animals, other than service animals, are not permitted on the property or within the facility;
5. All sidewalks, doors, halls, stairways, and all access to public utilities on the property and within the facility shall be and remain unobstructed;
6. Improper behavior, including but not limited to rowdiness, vulgarity, drunkenness, or illegal activities, is prohibited on the property and within the facility;
7. Applicant agrees not to bring, or permit onto the premises, any material, substances, equipment, or object which is likely to endanger life or to cause bodily injury to any person or which is likely to constitute a hazard;
8. All areas of the facility used under the agreement must be returned to the same condition in which it was found;
9. All directives by facility attendant and/or police must be followed;
10. Parking is prohibited at the front of the building used by the Emergency Vehicles and personnel.

CONTROL OF FACILITY AND RIGHT TO ENTER: By renting the facility the Town does not relinquish the right to control the management thereof and to enforce all necessary laws, rules, and regulations.

DEFACEMENT OF FACILITY: Applicant shall not use scotch tape, masking tape, thumb tacks, nails, or pins to affix any objects to the walls, furniture or fixtures.

PAYMENT FOR DAMAGES: Applicant agrees to pay the full cost of repair or replacement for any and all damage to the building, grounds or furnishings which occur during, or due to, applicant or its invitees' use of the building.

INSURANCE: An organization shall supply a certificate of insurance evidencing \$1,000,000. Of bodily injury and property damage liability coverage naming the Town of Corinth as an additional insured. An individual shall supply a certificate of insurance or insurance policy demonstrating homeowner's or renter's insurance in place in amounts reasonably deemed acceptable to the town.

OCCUPANCY: The Town shall not be liable if, for any reason, it is unable to allow use of the facilities on the date and on the time indicated. Applicant will only be entitled to return of its fees.

INTERRUPTION OR TERMINATION OF EVENT: The Town may interrupt and/or terminate any event when in the sole judgment of the Town of Corinth, such termination or interruption is necessary in the interest of public safety.

LIMITATION ON FACILITY USE: Use is limited to the designated reception and kitchen area. No one is permitted to use the BINGO equipment or to enter the part of the building housing the Corinth Emergency Squad.

FEES: Applicant agrees to pay the fee of \$150 at the time the Facility Use Agreement is executed. This fee is for use of the reception and kitchen areas. Checks may be accepted at least one week prior to the event made payable to the Town of Corinth. If a check is returned for any reason, collection fees, including attorney fees will be charged to the applicant. If the building is returned in clean condition with all floors swept and mopped and the kitchen area clean, the applicant shall receive a \$50 refund of the total fee paid.

COMPLIANCE WITH TOWN POLICY, RULES AND REGULATIONS: The applicant and its invitees will comply with all Town policies, regulations and practices and with all municipal, state and federal laws including but not limited to, fire and building codes.

SEVERABILITY: In the event any term or provision of this agreement is deemed void or unenforceable, the remainder of the agreement shall remain in full force and effect.

GOVERNING LAW: This agreement is governed by the Laws of the State of New York and venue shall lie exclusively in Saratoga County.

WAIVER: Any waiver of any condition must be in writing and signed by the party waiving such condition. No waiver shall in any ways effect any other term or condition of this agreement.

NON-ASSIGNABILITY: This agreement may not be assigned.

MODIFICATION OF AGREEMENT: This agreement may only be modified in writing signed by both parties.