

FACILITIES USE APPLICATION FORM
TOMVAC Building Recreation Room
TOWN OF MARLBOROUGH
PO Box 305
21 Milton Turnpike
MILTON, NEW YORK 12547

TOMVAC Recreation Room

Today's Date: _____

Name of Applicant: _____ (Please Print)

Date(s) Requested: _____

Time you would like the TOMVAC building Opened _____ Closed _____

Fee Structure:

Use fees have been established based on Utility cost and maintenance upkeep for the facility. **All fees are due upon application.** Fees are to be paid by cash, check or money order made out to the "Town of Marlborough". Payment is to be submitted to the Town Clerk.

Daily and Weekly use Fee:

- Daily = (2 hours max. use) or Weekly = (3 days max. use / 2 hours max. use per day)

Full payment is due upon filing this application and is NOT refundable without Town Board approval

Town of Marlborough Groups or Organizations that are Not for Profit

- No Fee - With Town Board Approval

Town of Marlborough Resident or Group

- Daily: _____ \$40.00 per use or Weekly: _____ \$100.00 per Week

Non Resident or Group

- Daily: _____ \$50.00 per use or Weekly: _____ \$125.00 per Week

A cash security / cleaning deposit of \$100.00 _____ is required*

- If the facility will be used weekly on a monthly basis the cash security / cleaning deposit will be held by the Town Clerk office until the applicant (organization) terminates their agreement with the Town.
- If the security deposit at any time is needed to be used, the Town will require the applicant (organization) to provide an additional \$100 deposit.
- The security deposit is refundable upon termination of this agreement with the inspection and approval by the Town building attendant.
- Certificate of Insurance is required

Security Deposit:

*The cash security / cleaning deposit must be paid upon filing an application. It will be returned after the event or meeting and after inspection of the facility. The security will be used by the Town of Marlborough in the event there is damage, misuse, violation or additional cleaning required.

All organizations using the Recreation Room will be required to clean the Recreation Room and leave the room in order after use. If the need for extra cleaning is required as a result of misuse or damage found after the use, the Town of Marlborough may ban the Organization from future use of the room.

Information about Applicant/Group:

Name of Organization/Individual/Class: _____

Supervisor in Charge: _____

Mailing Address: _____

Email Address: _____

Telephone: (day) _____ (night) _____

Insurance Company: _____

Information about Intended Use of Recreation Room:

Purpose of Use: _____

Total # of participants expected: _____ (Maximum Occupancy is 100 set by the Town Building Dept.)

Is an admission fee charged? Yes _____ No _____ If Yes, what will proceeds be used for? _____

Chaperones or Responsible Persons in Charge:

	Name	Address	Phone Number
1.	_____	_____	_____
2.	_____	_____	_____

****Cleanup is responsibility of the Chaperone/Responsible person in charge. Adequate cleaning is defined as leaving the facility in as good or better condition. (Initial _____) ****

****APPLICANT IS RESPONSIBLE FOR REMOVING ALL TRASH FROM THE PREMISES****

Agreement: The undersigned is over 21 years of age and has read this form and read and signed the Regulations and agrees to comply with them. He/she agrees to be responsible to the Town of Marlborough for the use and care of the facilities. He/she, on behalf of the _____
_____ (name of organization) hereby covenant and agree to defend, indemnify, and hold harmless the Town of Marlborough from and against any injury or property damage, to the extent permissible by the law, arising out of or in connection with the actual or proposed use of Town of Marlborough property, facilities and/or services by _____
(Name of organization). Applicant has read conditions and rules attached, and agree to abide by them.

Applicants Signature

Approval:

_____ Town Clerk's Office Date: _____

_____ Town Building attendant Date: _____

RULES & CONDITIONS FOR GROUP USE OF THE TOWN OF MARLBOROUGH TOMVAC Recreation Room

- Use is allowed between 8am to 10pm
- Applicant is responsible for removing ALL trash from the premises
- Rain dates cannot be reserved.
- The Town building attendant will handle any conflicts or problems.
- Groups must clean the TOMVAC building to the satisfaction of the Town building attendant.
- The undersigned does hereby agree to pay for any and all damages to equipment or property of the Town of Marlborough used by said organizations, members, guests or visitors.
- The undersigned does hereby agree to indemnify and hold harmless the Town of Marlborough from any and all claims, suits or demands and any expenses incurred by said Town for investigation, legal fees or otherwise, which arise out or are connected with the Town facility applied for herein and the said Town shall be held harmless and indemnified regardless of whether the acts are the fault of the applicant or the Town.
- Children must be under close supervision of an adult at all times.

PROHIBITED ACTS

THE FOLLOWING ACTS ARE PROHIBITED:

- **No one shall bring or consume alcoholic beverages at Town of Marlborough facilities or grounds. Alcoholic beverages are prohibited on Town grounds.**
- **Town grounds and buildings are smoke free areas. Smoking or use of tobacco is prohibited.**
- The use of tape, adhesives of any kind, staples, tacks, nails, etc. are prohibited in the Recreation Room without consent of the Town building attendant.
- The use of loud, boisterous or indecent language is prohibited.
- Interference with any officer or agent of the Town in performance of his or her duty is prohibited.
- Conduct himself or herself in such a manner as to:
 - Endanger the life or property of other visitor to the TOMVAC Building.
 - Be offensive or injurious to the morals of any person requesting the recreation room.
 - Injure, deface, disturb, or befoul any part of the TOMVAC building or grounds, sign, equipment, or other property therein nor remove, injure or destroy any tree, flower or shrub.
 - Throw, cast, drop, discharge, deposit, or bring in refuse, waste or other obnoxious material other than in receptacles provided for such purpose.
 - Bring, carry, allow, accompany or transport in any manner, any fireworks and firearms.
 - Bring, carry, allow, accompany or transport in any matter any dogs, cats or other animals, whether leashed or unleashed, into the TOMVAC building or grounds for any purpose whatsoever.

NOTE: Approval of use of the facility is granted with the knowledge that in the event the space is needed for Town related programs, the Town reserves the right to cancel use of the facility In addition; the Town facilities will not be available when property is closed for emergencies or inclement weather.

The building request cannot be considered unless meeting dates and time are specific.

This signature shows that I have read the Rules & Conditions of the use of the TOMVAC Recreation Room and will abide by them.

Applicant Signature

Please return application and copy of signed instruction form to the Town Clerk's Office.

Office Use Only:

Deposit Received _____ Rental Fee Received _____ Deposit Returned _____

Office Calendar _____

Recreation Room open _____

Recreation Room inspected & closed _____

***If assistance is needed at TOMVAC please call:
Tom Schroeder at 845-590-7027**

BUILDING OR PARK USE RESERVATION FORM

Activity Date: _____

Time: _____

Name of Group/Individual: _____

Purpose of Reservation: _____

Person in Charge: _____

INDEMNIFICATION AGREEMENT:

The _____ agrees to defend, indemnify and hold harmless the Town of Marlborough from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town of Marlborough by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the _____ or by third parties, or by the agents, servants, employees or factors of any of them.

CERTIFICATE OF INSURANCE REQUIREMENTS:

The renter at the renter's sole expense shall procure and maintain bodily injury, including death and property damage insurance with a combined limit of at least one million and no/100 dollars (\$1,000,000). The insurance shall be with an "A" best-rated Company licensed to do business in New York State. Such insurance shall insure, on an occurrence basis against all liability of the renter, its employees and agents arising out of or in connection with operations of the renter. The Town of Marlborough which includes its elected officials, officers, board members, agents and employees shall be named as an additional insured on the renter's policy. The renter shall provide to the Town of Marlborough a certificate of insurance evidencing the coverage required by this paragraph on or before the commencement date of the contract.

Signature: _____ Date: _____

Witness: _____ Date: _____