

# *Town of Caroga*

1840 NY-10 Caroga, NY 12032

(518) 835-4211

## **Property Use Request Form**

THE TOWN OF CAROGA IS RESPONSIBLE FOR THE USE OF ALL TOWN PROPERTY. IN ORDER THAT THE TOWN MAY CONSIDER YOUR REQUEST FOR THE USE OF TOWN PROPERTY, KINDLY REVIEW AND COMPLETE THE FOLLOWING STEPS AS THEY RELATE TO THE LOCATION YOU WOULD LIKE TO RESERVE:

### I. USE OF TOWN HALL AND GLENN H. HARRIS PARK:

Neither the use of Town Hall building space nor Glenn H. Harris Park require completion of this form. Reservations for use of either may be made with the Town Clerk and will be done so on a space-available basis, though the Town Board reserves the right to further review and deny specific uses. Town government function may preempt the scheduled usage of the Town Hall space. Insurance is not required for the use of Town Hall building or the Glenn H. Harris Park.

### II. USE OF SHERMAN'S PROPERTY:

Applicants requesting use of the Sherman's Property must submit their request sufficiently in advance such that a regularly scheduled town board meeting will occur before the event and the request can be placed on the meeting agenda. The Town Board will only review and consider requests for use of the Sherman's Property at meetings of the Town Board.

Organization, group or individual name: \_\_\_\_\_

Date(s): \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Purpose of Event: (attach additional pages if necessary)

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Area of Sherman's Property to be used: \_\_\_\_\_

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Will this event be open to the general public? ( ) Y ( ) N

What is the expected number of attendees? \_\_\_\_\_

Name, address, phone number and email address of the contact person for this event:

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III. PAYMENT/NATURE OF USE

Payment may be required for specific usage of the Sherman’s property and will be assessed depending on the nature of the event. The Town Board will negotiate all fees for events on a case-by-case basis. The Town also reserves the right to require a refundable security deposit of no less than \$500 for specific events. Please indicate below whether your event will be free to the public, a ticketed event, or a private event to which the general public is not invited.

- A. Event is free to the public: \_\_\_\_\_
- B. Ticketed event: \_\_\_\_\_
- C. Private Event: \_\_\_\_\_

Number of Days: \_\_\_\_\_ Total Fee: \$ \_\_\_\_\_ Security Deposit, if applicable: \$ \_\_\_\_\_

Additional Consideration, if applicable: \_\_\_\_\_

IV. LIABILITY INFORMATION

- A. Town is not liable for loss, expense or damage to any person or property unless it is due to the Town's intentional acts or the gross negligence of the Town. Organization or user group will hold the Town harmless and indemnify it, and its employees from any and all claims arising from this Agreement, including negligence or intentional acts or any person using the Premises under its control or permission, including reasonable attorney’s fees and any injuries or costs resulting from the operation or use of the Premises.
- B. Insurance requirements will be reviewed by the Town Board and considered on a case-by-case basis. Should the Board determine the user to require insurance, organization or user group shall maintain liability insurance in an amount not less than \$1,000,000 naming “Town of Caroga” as an additional insured, and shall also maintain insurance on its personal property. Organization or user group shall provide the Town with proof that the insurance required herein is in full force and effect and that the premiums are paid in full throughout duration of this agreement.

Do you (the requesting individual or organization) have an in-force public liability policy?

( ) Y ( ) N

If yes, what are the limits of liability?

Bodily Injury \$ \_\_\_\_\_ Property Damage \$ \_\_\_\_\_

V. RULES GOVERNING USE OF TOWN PROPERTY BY GROUPS

- A. A **free public event** refers to any event or organized gathering open to the general public at no mandatory admission cost.
- B. A **public ticketed event** is an event to which admission is granted through purchase of a ticket. Fundraisers for not-for-profits and civic organizations, in which ticket sales are used as a direct fundraising method shall be considered as free public events.
- C. A **private event** is an event that is not open to the general public. Only those who are invited may attend.

- D. Activity shall be restricted to that area for which permission is granted. Organizations, user groups and attendees may not enter non-permitted areas.
- E. The activity shall not extend beyond the dates/times approved in the request.
- F. A refundable security deposit of no less than \$500 may be assessed for specific events at the discretion of the Town Board.
- G. Town government reserves the right to use all other areas of property without interference from organization or user group.
- H. The organization or group shall be responsible for setup and takedown of all materials.
- I. The organization or group shall be responsible for the removal of any trash and litter from the property or facility.
- J. Total attendance may not exceed 5,000 attendees, including organization staff.
- K. If none currently exist at requested location, organization or group shall make accommodations for portable toilets as required by applicable regulations.
- L. No Town property or equipment is to be altered or removed from the premises.
- M. All food and beverage vendors must be licensed with the New York State Board of Health. Copies of licenses must be furnished to the Town at least three (3) business days prior to event.
- N. The organization or group shall be required to furnish public liability and property damage insurance with limits at least equal to that of the Town.
- O. A Certificate of Insurance, with the proper limits of liability, shall be submitted as evidence of insurance coverage at least three (3) business days in advance of the event and must designate both the user and the Town of Caroga as insured. The absence of this certificate will preclude use of Town property or facilities.
- P. All events are subject to the authorization and approval of the Caroga Town Board and the Town Board may revoke permission at any time.
- Q. No applicable reservation of property or facilities will be considered final until this application is returned and approved by the Town of Caroga.
- R. The Town will deliver possession of the Premises on the commencement date hereof in compliance with all applicable governmental codes, ordinances and regulations.

#### VI. DEFAULTS AND REMEDIES

Organization or user group shall be in default therein if it shall fail to perform any term of this Agreement or if it shall fail to remedy same within thirty (30) days following written notice thereof. In the event said breach is not capable of remedy within said thirty (30) days, said cure period shall be reasonably extended, provided that organization or user group is diligently undertaking to correct such breach.

#### VII. WAIVER OF JURY

The parties waive trial by a jury in any action between the parties.

#### VIII. NO WAIVER

The failure to enforce any term of this Agreement shall not prevent either party from enforcing such term or other terms at a later time.

IX. REPRESENTATIONS; CHANGES TO AGREEMENT

Representatives of the Town and organization or user group have read this Agreement and are authorized to execute it on behalf of each party. All promises made by the parties are in this Agreement and there are no others. This Agreement may be changed only by an agreement in writing signed by and delivered to each party.

X. ENFORCEABILITY

The parties specifically acknowledge that the Agreement shall be void and unenforceable if entered into in violation of the conflicts of interest provisions of Section 801 of the General Municipal Law.

XI. VALIDITY

If any part of this Agreement is invalid, the remainder of the Agreement will be unaffected.

I agree on behalf of the above indicated group or organization that all members and guests will observe the above regulations and that we, individually, and as an organization, will assume full financial responsibility for any and all damages done to requested Town of Caroga property during period of use. We also agree that our organization will at all times hereafter indemnify the Town of Caroga against any loss, damage or expense of any kind which the Town may sustain or incur because of use of the above prescribed facility by our organization and we will further hold the Town of Caroga harmless for the loss of any kind in connection therewith.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Requesting Officer/Individual)

Town Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Town Officer)