

**TOWN OF KIRKWOOD
70 CRESCENT DRIVE
KIRKWOOD, NY 13795**

APPLICATION FOR USE OF TOWN PARK

Today's Date: _____

INFORMATION ABOUT YOU OR YOUR GROUP

Name of Organization or Individual: _____

Your supervisor in charge: _____

Mailing Address: _____

Telephone (Day): _____

(Night): _____

Date(s) Requested: _____ Time: _____ to _____.

INFORMATION ABOUT YOUR INTENDED USE OF THE TOWN PARK

Purpose of Use: _____

Which park? Veterans River Park ___ Valley Park ___ Grange Hall Park ___

What portion of that park? _____

Total Number of Participants Expected: _____ Adults: _____ Children: _____

Is material or equipment required from the Town of Kirkwood Yes ___ No ___

If needed, state what types and for what purpose: _____

Residents (Number): _____ Non-Residents (Number): _____

Submit to: Kirkwood Town Clerk
70 Crescent Drive
Kirkwood, NY 13795

TOWN OF KIRKWOOD

FACILITY AGREEMENT

Date

Organization Name

Mailing Address

Contact Person (Responsible for facility during use) Day: _____ Evening: _____
Phone Number(s)

Signature of Contact Person

Facility: Field Site: _____ Veterans River Park _____ Valley Park _____ Grange Hall Park

Date(s) Required: _____

Time(s) Required: _____

No. of People: _____

Proposed Activity: _____

.....
Do you represent a youth organization? Yes No

Is the organization non-profit? If yes, you must submit proof and insurance. Yes No

Does the activity involve athletics? If yes, insurance is required. Yes No

Will more than (50) people be in attendance? Yes No

Is the activity open to the public? If yes, insurance is required. Yes No

PROOF OF NON-PROFIT STATUS

If Page One (1) indicates your organization must provide proof of non-profit status, your organization must submit valid documentation prior to using the facility.

I understand the above requirements. _____
Initials

INSURANCE

If Page One (1) indicates your organization must provide insurance, the following applies:

- I. Prior to using the facility, the organization must provide proof of insurance in the form of an insurance certificate with:
 - (a) name(s), team(s) and sponsor(s) listed on policy
 - (b) \$1,000,000 combined bodily injury and property damage per occurrence with the Town of Kirkwood named as additional insured
 - (c) dates of policy must be consistent with dates requested

I understand the above requirements. _____
Initials

POLICE

If Page One (1) indicates your organization must provide law enforcement for your event, your organization must provide a copy of the contract with the Broome County Sheriff's Department or the New York State Police with dates and times requested prior to using the facility.

I understand the above requirements. _____
Initials

FEE

If Page One (1) indicates your organization must pay a fee, it must be paid at the time the reservation is confirmed. Once the facility has been scheduled, refunds will be made only when requested in writing two days prior to the date of use.

I understand the above requirements. _____
Initials

RESTRICTIONS

1. The activity shall be restricted to that area for which permission is granted.
2. The activity shall not extend beyond the hours approved in the request.
3. Use of alcoholic beverages other than beer is prohibited.
4. Sale of food and beverages without a permit is prohibited.
5. Town of Kirkwood authorities enforcing facility regulations must be respected at all times.
6. Town of Kirkwood programs take precedence over all other activities and the Town of Kirkwood reserves the right to cancel scheduled uses to accommodate Town of Kirkwood programs/needs. Under certain circumstances, cancellation may occur within 24 hours of scheduled use.

I understand the above requirements. _____
Initials

AGREEMENT

In consideration of the use of a Town of Kirkwood owned/operated facility, the organization or person shall pay an amount as determined by the Kirkwood Town Board. The organization or person agrees to abide by the rules and regulations of the Town of Kirkwood, and if, in the opinion of its officers, the organization or person, [his/her/its] agents, employees or members violate said rules or fail to comply with said rules, the Town of Kirkwood will have the right to terminate the agreement without liability or obligation of any nature whatsoever and the Town will not refund monies to the organization.

Further, the organization or person agrees to save and hold harmless the Town of Kirkwood from any and all liabilities and claims arising out of or caused by any acts of the organization or person, its agents, servants, employees, members and suppliers.

The organization also agrees to indemnify the Town for any applicable insurance deductibles.

The Town of Kirkwood will be responsible for all routine maintenance, cleaning and care of aforementioned premises leased. The organization or person shall be responsible for the repair of any damage to the aforementioned premises leased caused by any intentional or negligent act or omission of its employees, agents or invitees. Contact person listed assumes responsibilities and must be present during use.

MUNICIPAL BOARDS: Use of Facilities Release

USE OF FACILITIES RELEASE FORM

_____ understands and agrees that in consideration of being granted access to and the use of the facilities of the Town of Kirkwood, it assumes any and all risk with respect to such access and use, and hereby agrees to indemnify said Town of Kirkwood, its officers, representatives, agents and employees, by means of a commercial general liability insurance policy naming said Town of Kirkwood as an additional named insured, with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for all damages and costs arising out of any claims, suits, actions or proceedings resulting from the negligence by or on behalf of the responsible party, its officers, agents, servants, employees, contractors, subcontractors or others from liability for any injuries sustained or damage incurred in the course of such access and use which may be sustained and to provide said Town of Kirkwood with a certificate of said insurance prior to use of said facilities.

Name of Applicant

Print Name _____

Signature _____

Address _____

The signature below attests to understanding of all elements of this agreement.

Signed _____

Title _____

Fee Required

Date Paid

Staff Signature

Do Not Write Below This Line.



To be filled out by Town of Kirkwood.

Is the organization required to submit proof of non-profit status? Yes No

Is the organization required to submit insurance certificate? Yes No

Is the organization required to hire police for security? Yes No

Is the organization required to pay a fee? Yes No

\$ _____
Amount

NOTICE

The Town of Kirkwood is allowing you to use our facilities under the following conditions:

- 1. The Town of Kirkwood will not be responsible for developing Guidelines, Rules, or Regulations for your teams to play during the Covid-19 virus pandemic.**
- 2. The Town of Kirkwood will not be responsible to enforce Guidelines, Rules, or Regulations developed by you or others for your League or Teams.**
- 3. The Town of Kirkwood will not be responsible for any illness contracted by the League's members or spectators.**
- 4. The Town of Kirkwood reserves the right to suspend or cancel all games at its discretion.**

Accepted by League Representative

Signature _____

Date _____

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

**Kirkwood Town Clerk
70 Crescent Drive
Kirkwood, NY 13795**

FACILITY USE REQUIREMENTS

The use of all Recreational and Parks facilities shall be subject to the approval and rules of the Recreation Commission administered by the Town of Kirkwood.

1. Organizations wishing to use municipal facilities shall first apply to the Town Clerk of the Town of Kirkwood on the attached form. The Town of Kirkwood has final authority on approval.
2. In the event of inclement weather, the Commissioner of Public Works has the final authority on whether facilities are usable.
3. All posted rules must be adhered to.
4. 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.
5. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions.
6. Organizations using the facilities must clean up afterwards.
7. Permits may be revoked at any time.
8. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
9. 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.
- 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.
13. In the event of an accident, please notify the Town Commissioner of Public Works at 607-775-1616 days or 607-760-4462 after hours.