

VILLAGE OF MINOA
240 North Main Street
Minoa, New York 13116

APPLICATION AND AGREEMENT FOR USE OF VILLAGE FACILITIES
(ATTACH FEES AND LARGE/SPECIAL EVENT AND FEE SCHEDULE RIDERS AS APPLICABLE)

Today's Date: _____

Facility Requested: _____

Date(s) Requested: _____

Time: _____ to _____

INFORMATION ABOUT USE

Name of Organization or Individual: _____

Person (Authorized) in charge: _____

Mailing Address: _____

Email Address: _____

Telephone: (Day) _____ (Night) _____ (Cell) _____

INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: _____

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

Is material or equipment required from municipality? Yes _____ No _____ If yes, state what types and for what purpose: _____

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

NOTE: AS DETERMINED BY THE VILLAGE BOARD BASED UPON THE NATURE OF THE EVENT FOR WHICH THE PROPOSED PERMIT IS APPLIED FOR, THE REQUIREMENTS AND CONDITIONS ON THE REVERSE SIDE HEREOF MAY BE FURTHER SUPPLEMENTED AND MODIFIED BY LARGE EVENTS RIDER, AND IF SO REQUIRED, THIS PERMIT APPLICATION FORM, AS SO MODIFIED AND SUPPLEMENTED, SHALL COMPRISE THE PERMIT GRANTED BY THE VILLAGE AND SHALL INCLUDE ALL SUCH PROVISIONS STATED THEREIN. IN THE EVENT OF CONFLICT IN INTERPRETATION, THE PROVISIONS AND/OR INTERPRETATION THEREOF MOST PROTECTIVE OF AND FAVORABLE TO VILLAGE SHALL CONTROL.

LARGE EVENTS RIDER REQUIRED/ATTACHED: Yes: _____ /No: _____

AGREEMENT/PERMIT

The undersigned is an authorized representative of the individual or organization named herein, and is over 21 years of age and has read this form and attached regulations (Facility Use Requirements – Page 2) and agrees to comply with them and to ensure the compliance of its organization, guests, invitees, vendors and contractors. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of such individual(s)/organization(s) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Minoa from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, arising out of or in connection with the actual or proposed use or occupancy of the Village of Minoa's property, facilities and/or services by such individual(s)/organization(s)

By: _____
[ORGANIZATION(S)/INDIVIDUAL(S)]

Name: _____

Title: _____

Fee: _____

Receipt: _____

Received by: _____

Security Deposit: _____

BUILDING USE FEES

Pole Barn: \$250.00 Village Resident / \$350.00 Non-Resident

Community Room A:

Community Room B:

Approved: _____ Denied: _____

By: _____

Date: _____

Resolution Date: _____

(Attach Copy of Resolution)

FACILITY USE REQUIREMENTS

The use of all Village facilities shall be subject to the approval and following requirements of the Village of Minoa:

1. Room/Building Fee and Security Deposit (**\$50.00**) due at time of reservation. Cash or Check only.
2. In the event of inclement weather, the Mayor or his designee has the final authority on whether facilities are usable.
3. Facility must be left in order and clean or security deposit will be retained. All decorations must be removed; glitter and confetti is prohibited.
4. Smoking is not permitted in any municipal building.
5. Standing and/or sitting on tables is not permitted.
6. Training is required for any applicant renting kitchen equipment.
7. All posted rules must be adhered to.
8. 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. No admission fee may be imposed without prior written permission from the Village of Minoa. The selling of any items is also prohibited without prior approval from the Village of Minoa.
9. Compliance with all applicable laws and regulations of the State of New York, the Village of Minoa and Onondaga County Health Department is a requirement of the permit holder.
10. Any damage to municipal facilities shall be promptly repaired at the user's expense. User is financially responsible for any damage to a municipal building. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
11. The organization or persons using the facilities is legally responsible for any and all actions of group members while they are in a Village of Minoa facility. The organization or persons will be held financially responsible for any and all damages to village property caused by a member of his/her group.
12. Permits may be revoked at any time and for any or no reason.
13. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
14. Alcohol use is allowed only by special permission*
15. Users must provide the following insurance prior to using facilities [**FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT**]:***
 - 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 prior written notice of cancellation, material modification or termination;
 - 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 Each Occurrence/ \$2,000,000 Each Aggregate for Bodily Injury and Property Damage.
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 an unconditional certificate of insurance or endorsement, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or endorsement or the absence of it shall not be deemed a waiver of any and all rights held by the municipality. The coverage must include contractual liability coverage for the indemnification provision hereunder.
Individuals:
 - **Homeowners Insurance**
Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.
16. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.
17. Applicant must pick up key(s) to building 1-2 business days prior to your event between the hours of 8:30am – 3:00pm Monday through Friday at Village Clerk's office.

* Use of Alcohol in Village facilities is solely in the discretion of the Village. In any event, the insurance provisions required hereunder shall include, in such event of alcohol use, coverage for any liabilities arising out of the service, use or misuse of alcohol.

** The fee for use shall be as determined by the Village Board based on the fair value of the occupancy and use of the premises. This is a constitutional requirement and is not subject to waiver but under certain narrow circumstances may be modified to reflect the not-for-profit or public purpose of the proposed use.

*** The insurance requirements for individuals and organizations are absolute and may only be waived or modified, in the discretion of the Village Board, where the use is for a legitimate public purpose by a not-for-profit organization.