40 Maple Avenue, Armonk NY 10504

Phone: 914-273-3000

Fax: 914-273-2139

www.northcastleny.com

FACILITY RENTAL APPLICATION

| Name: | | | Organizatio | n (If | Applies): | | |
|---------------------------------|-------------------------|-----------|--|-------|---------------------|--------------|-------------------------------------|
| Phone: | | E-Mail: | | | | | |
| Address: | | | | | | | |
| Date Reques | ted: | | Type of Event: | | | | |
| Event Start (I | nclude Setup): | | Event End (Includ | le Cl | eanup): | | # of Guests: |
| Special Requ | ests / Needs: | | | | | | |
| | | | | | | | |
| FACILITY REC | QUESTS (CHECK ALL TH | IAT APPLY | (): | | | | |
| | HERGENHAN CENTE | R: | 1st Fl. Large Rm. | | Dance Studio | 2nd Fl | . Conference |
| | | | 1st. Fl. Kitchen | | Basement | Basem | nent Kitchen |
| | NC COMMUNITY CE | NTER: | ☐ Gym | | Clove | Rd. Field |] |
| | LOMBARDI PARK: | | Pavilion | | Field 1/2 | Clark I | Field |
| | IBM COMMUNITY P | PARK: | Pavilion | | Soccer / Ball Field | | Track Field |
| | OTHER: | | *Wampus / Gazebo | | Town Hall / Legion | | Winkler Park |
| FEES: | | | ENT FAMILY OR NORTH STLE NON—PROFIT | 1 | NORTH CASTLE I | BUSINESS | NON-RESIDENT FAMILY OR ORGANIZATION |
| Hergenhan F | Room (3hr. Meeting) | | | | | | |
| Weekdays | | \$50 | | | \$100 | | \$125 |
| Evenings (4-10pm) & Weekends | | \$75 | | | \$125 | | \$150 |
| Party / Function (3 hr.) | | \$150 | | | \$200 | | \$250 |
| NC Commun | ity Center | | | | | | |
| Gym Per Hour | | \$75 | | | \$100 | | \$150 |
| *Multi-Purpose Room is booked | | | | | | | |
| through NWP Library* | | | | | | | |
| Pavilion Picn | nics | | | | | | |
| Weekdays | | \$75 | | \$150 | | \$225 | |
| Weekends / Holidays | | \$125 | | \$200 | | \$300 | |
| *Alcohol per | rmits are subject to To | own Board | d approval. NO ALCOH | IOL | is permitted in Tov | vn Buildings | 5. |
| Ball Field (Up | to 2 hours) | \$50 | | | \$75 | | \$100 |
| Ball Field w / lights (2 hours) | | \$125 | | \$225 | | \$325 | |
| Damage Deposit | | \$100 | | \$100 | | \$200 | |

^{*}For Wampus / Gazebo event pricing, please contact the Superintendent of Recreation and Parks.

Town of North Cast Creation and Parks

FACILITY RENTAL APPLICATION CONTINUED

| , | , have read and understand the provided rules and regulations for North Castle | | | |
|---|--|---|--|--|
| Recreation and Parks Facility Rentals and | d agree to abide by them. I hereby a | gree to release the Town of North Castle, it's Town | | |
| | • | vith any damages and / or injuries that I or a memb | | |
| of my party may sustain in using any fac | ility owned or operated by the Town | of North Castle. | | |
| | | | | |
| Applicant Signature: | | Date: | | |
| Superintendent Signature: | | Date: | | |
| | | | | |
| | OFFICE USE ONLY | | | |
| Application / Payment Received | Insurance Received | Alcohol Permit Application Receive | | |
| Date: | Date: | Date: | | |
| Approved: | Approved: | Approved: | | |
| | | | | |
| | | | | |
| | PAYMENT INFORMATION | | | |
| CASH | СНЕСК | | | |
| Amount Paid: | Rental Amount Paid: | Check Number: | | |
| | Deposit Check Paid: | Check Number: | | |
| | | | | |
| | | | | |
| Mastercard | Visa | ☐ AMEX | | |
| | | | | |
| | | | | |
| | | | | |
| | Security Cod | | | |
| Billing Zip Code: | Amount to b | oe Charged: | | |
| *Damage Deposit, if necessary, wi | ill be charged if necessary after the ϵ | event; renter will be noti- | | |
| fied prior to the charge. | - | | | |
| | | | | |
| Cardholder Signature: | | | | |

Town of North Cast Pecreation and Parks

GENERAL RENTAL GUIDELINES

- Groups must be comprised of at least 60% Town Residents to be considered a Resident Group. All others will pay the Non-Resident Rates.
- 2. Facilities are available on a first-come, first-served basis; Recreation Department programs and those of it's affiliates take precedent in scheduling, followed by Town Boards / Committees. Reservations are NOT BOOKED until payment is received IN FULL. Checks may be made out to "Town of North Castle."
- 3. A Security Deposit will be required with all reservations. Any individual or group granted permission to use our facilities shall be fully responsible for any related damage to recreation property, facilities or their contents. Should there be no assessed damage after the event, the deposit will be returned.
- 4. Town facilities shall not be used for any commercial purposes, political campaigning / meetings (with the exception of debates), religious service functions, or fund raising events. The Recreation Department reserves the right to co-sponsor profitable events with a portion of the proceeds going to the Town. Arrangements may be made by contacting the Superintendent.
- 5. Rentals are NON –TRANSFERRABLE, and must be used by the individual who made the reservation. Those making reservations MUST be at least 21 years of age.
- 6. All Organizations, Businesses, Schools and Religious institutions must provide a Certificate of Insurance in accordance with the Town's insurance requirements (see separate sheet). The Town must be listed as "Additionally Insured" for all dates and facilities used. Sign and submit the attached Indemnification and Hold Harmless Agreement, Facility Rental Permit Contract and / or Alcohol Permit Application.
- 7. The Recreation Superintendent reserves the right to cancel or amend all reservations given reasonable notice to renter.

RECREATION BUILDING RENTAL GUIDELINES

- 1. Reservations may not be made earlier than 6 months prior to an event and must be made at least two weeks prior to the requested date.
- 2. It is the responsibility of each group to control the behavior of its' members.
- 3. Use of the facilities shall be restricted to those areas specifically indicated on the application as approved.
- 4. Contact Person must work out arrangements of entering the building with Recreation Staff the week prior to the scheduled date; that person is also responsible for making sure the building is properly secured prior to leaving (see attached).
- 5. <u>Alcoholic beverages or illegal drugs are not permitted on the premises.</u> Cigarette smoking must be done OUTSIDE and all butts properly disposed of.
- 6. All Trash should be appropriately bagged and disposed of; all used kitchen areas should be left clean and surfaces / sinks should be wiped down and left as found.
- 7. All materials brought into the buildings for your event MUST be removed immediately after. Any furniture moved to accommodate your event should be returned to it's original configuration before leaving.
- 8. Nothing is to be stapled, taped, or otherwise attached to any structure, plantings, walls, windows, doors or floors in or around the buildings and parking lot areas.
- 9. Animals are not permitted inside any building, except for those whose purpose is to assist a disabled person.
- 10. Adult supervision is required of minors at all times during Rentals / Events. A 1:10 adult to child ratio is required at all times.
- 11. No candles or fire of any kind are permitted in Recreation Buildings

PAVILION / OUTDOOR AREA RENTAL GUIDELINES

- 1. Groups are limited to 120 people.
- 2. There are no refunds or rain dates unless the Town closes the facility or cancels the reservation. We will work with you to schedule an alternate date should a cancellation become necessary.
- Patrons are expected to leave the park in clean condition and bag all of their own trash and recycling, which should be disposed of properly in the dumpsters located in the parking lots.
- 4. <u>Alcohol is not permitted, except by special permit and subject to Town Board approval.</u> Should a permit be obtained, use of alcohol will be restricted to persons 21 and over ONLY; use of illegal substances is prohibited.
- 5. No loudspeakers, bands or PA systems will be permitted without special permission from the Superintendent. Any amplification or loud noise must comply with the Town's noise ordinance.
- 6. No tents or inflatables are to be erected on park property without special permission from the Superintendent; any hired rental company providing said inflatables must provide proof of insurance in accordance with Town requirements.
- 7. No burning fires are permitted except in designated grills. Cooking fires must be thoroughly extinguished prior to leaving the grounds. Firecrackers and fireworks are strictly prohibited.
- 8. No ball playing, throwing, kicking or striking of any kind will be allowed except in designated athletic field areas.
- 9. No individual shall conduct themselves in such a manner as to: endanger the life, limb or property of other visitors of the park; be suggestive of immoral acts; or be offensive or injurious to the morals of any person frequenting the facility.
- 10. No engine powered devices shall be permitted onto parklands, except maintenance, police or emergency vehicles. Properly licensed vehicles may be operated only on roads and parking areas specifically designated by the Recreation and Parks Department.
- 11. All persons must leave park facilities at the designated permit times; parks shall be open to the public one hour after sunrise to one hour after sunset, unless otherwise specified.

TOWN OF NORTH CASTLE

Contract

I, the undersigned ("Applicant"), in consideration for the issuance of a Facility Rental Permit by the Town of North Castle, do hereby agree as follows:

- 1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Superintendent of Parks and Recreation of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
- 2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
 - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
 - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
 - (c) Covers all hazards likely to arise in connection with the permitted work;
 - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
 - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
 - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.
 - 3. Applicant shall indemnify and hold harmless the Town of North Castle and all of its officers and employees, assigns, volunteers, representatives from all loss, damage, claim or expense, including the defense, without limitation, of any litigation involving injury to any person or property, arising out of the performance of the permitted work.

| | TOWN OF NORTH CASTLE | | [Applicant]: | |
|-----|---------------------------------|-----|------------------------|---|
| By: | | By: | | |
| • | Matt Trainor, Superintendent of | _ , | [Authorized Signature] | _ |
| | Recreation & Parks | | Print Name: Title: | |
| | Dated: | | Dated: | |

HERGENHAN CENTER CLOSING CHECKLIST

For anyone using the Hergenhan Recreation Center, whether during or after normal working hours of the Recreation staff, we are asking for your continued cooperation in maintaining a minimum and basic level of security ensuring that our Town property is protected during all hours. Please review the checklist below and make sure any rooms you have used are properly secured prior to leaving. If another group or person is still in the building when you leave, please make sure you communicate with them as to which areas you have secured. DO NOT ASSUME the last person in the building will secure the entire building. The designated person in charge of the meeting or event will be held responsible. Thank you for your understanding and cooperation.

- Main floor, second floor, basement, and any other rooms that are accessible are vacant.
- All bathroom lights are off and bathrooms are vacant; check basement level, main level and second floor.
- Thermostats in main floor adult room and second floor dance room are set at 65 degrees in the winter months, and air conditioning is turned off in summer months.
- All lights are to be turned off; check basement level, main floor and second floor.
- All televisions and any other electronic equipment used are to be powered off.
- All doors with panic bars should be released to the locked position and doors closed securely.
- Check basement door.
- Check stoves in basement level and on main floor, making certain they are off.
- All glass doors with child protective handles must be secured and checked for security; these are the doors that are in the adult room looking out to Maple Avenue, and one door in the hallway of the main floor.
- Windows should be closed and locked.
- Fire exit should be pulled closed and secured on the second floor.
- If you have been loaned a computerized swipe card for building access, please make sure you return it promptly to the Recreation staff.

Thank You!





TOWN OF NORTH CASTLE 15 Bedford Road ~ Armonk, NY 10504 (914) 273-3000 www.NorthCastleNY.com

Minimum Insurance Requirements for Events Town of North Castle

(Adopted by Town Board November 8, 2017)

Prior to the start of any event, the Sponsor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Sponsor" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 general aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Town of North Castle and their assigns, officers, employees, volunteers representatives and agents should be named as an "Additional Insured" and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
 - B. Coverage for athletic participants must be included for an athletic team or league.
 - C. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - D. Coverage must be written on an Occurrence Policy Form.
- 2) <u>Comprehensive Automobile Policy</u>, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for, any private passenger and commercial vehicles. Required if the event involves the sponsor's motor vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate.
 - B. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 3) <u>Umbrella Liability</u> with limits of no less than \$1,000,000 Each Occurrence / \$1,000,00Aggregate, including coverage for General Liability & Automobile. Required for events in excess of 300 people per day.

- 4) If applicant is applying for an Alcohol permit from the Town Board and a fee is not being charged for the alcohol, a COI must be provided to the Town with evidence of "Host Liquor Liability". If a fee is being charged to attend the event <u>or</u> if a charge applies for a participant to purchase alcohol <u>or</u> a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing "Liquor Liability" at the same limits as indicated in 1) above.
- 5) Workers Compensation Insurance [if applicable]
 - A. Coverage must specifically indicate "coverage includes N.Y. State"
 - B. Coverage Extended to include Sponsor's owners/partners.
 - C. N.Y. State Statutory Limits
 - D. To the extent permitted by New York Law, the sponsor waives all rights of subrogation or similar rights against the Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town's Risk Management Committee.

The Sponsor shall furnish to the Town of North Castle Certificates of Insurance as evidence of coverage prior to the event naming the Town of North Castle as an Additional Insured <u>by</u> <u>endorsement</u>. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Sponsor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



TOWN OF NORTH CASTLE 15 Bedford Road ~ Armonk, NY 10504 (914) 273-3000 www.NorthCastleNY.com

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Not withstanding the foregoing, Sponsor's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Sponsor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Sponsor.

| Company Title/Name: | | |
|----------------------------------|------------|---|
| Name: | Signature: | |
| Date: | | |
| Name of Event: | | _ |
| Please sign, date and return to: | | |

Town of North Castle Recreation Department 40 Maple Avenue Armonk, NY 10504

ALCOHOL PERMIT APPLICATION

North Castle Town Code for Parks and Public Lands 145-2 states that "No alcoholic consumption shall be permitted unless by special permit."

| Name of Family / Organization: | Today's Date: |
|--|--|
| Contact Person: | Contact Person Age: |
| Address: | |
| Home Phone: | Cell Phone: |
| E-Mail: | Event Type: |
| Facility Rented: | Event Date: |
| An Alcohol Permit may be granted to a group or in | dividual renting a picnic pavilion under the following conditions: |
| 1. The person responsible must be at least 21 year | rs old. |
| 2. Only beer or wine may be served. | |
| 3. No one under age 21 years will be permitted to | drink. |
| 4. Alcohol and alcohol consumption will be limited | to the picnic pavilion area. |
| 5. Cans and bottles must be properly recycled. | |
| | quor Liability Certificate" from their insurance company naming the Town of submit the attached Indemnification and Hold Harmless Agreement, Alcohol |
| 7. The \$50 alcohol permit fee must accompany thi | s application with checks payable to "North Castle Recreation". |
| North Castle, its Town Council, employees and vol | egulations and agree to abide by them. I hereby agree to release the Town of unteers of any liability whatsoever in connection with any damages and/or injuusing any facility owned or operated by the Town of North Castle. |
| Signature: | Date: |
| Permit Approved By: | Date: |
| | Office Use Only |
| Host Liquor Liability Submitted Date: | Fee Collected: Cash Check No. |

TOWN OF NORTH CASTLE

Contract

I, the undersigned ("Applicant"), in consideration for the issuance of an Alcohol Permit by the Town of North Castle, do hereby agree as follows:

- 1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Town Board of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
- 2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
 - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
 - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
 - (c) Covers all hazards likely to arise in connection with the permitted work;
 - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
 - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
 - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.
- 3. Applicant shall indemnify and hold harmless the Town of North Castle and all of its officers and employees, assigns, volunteers, representatives from all loss, damage, claim or expense, including, without limitation, the defense of any litigation involving injury to any person or property, arising out of the performance of the permitted work.

| | TOWN OF NORTH CASTLE | | [Applicant]: | |
|-----|--------------------------|-----|------------------------|--|
| By: | | By: | | |
| • | Alison Simon, Town Clerk | _ , | [Authorized Signature] | |
| | Dated: | | Print Name: Title: | |
| | | | Dated: | |