Application For Use of Town of Fowler Pavilion

Councilperson to Contact for Pavilion use: Scott Cleveland (315)778-5358

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Information About Group

Name of Organization	or Individual:		
Start Time:	_ End Time:		
Mailing Address:			
Telephone:		Email:	

Number of Expected Participants:

Security Deposit

A security deposit of \$100 is due at the time of submitting this Application for Use. The security deposit will be returned upon satisfactory inspection of the Pavilion. Reservations are not confirmed until an application has been submitted and reviewed and a security deposit has been received.

Agreement:

The undersigned is at least 18 years of age and has read this form and attached regulations and agrees to comply with them. He/She agrees to be responsible to the municipality for the use and care of the facilities. He/She, on behalf of the Name of the Organization or Individual cited above does hereby covenant and agree to indemnify and hold harmless the Town of Fowler from and against all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Town of Fowler property, and facilities. I have read all the facility rental and use policies contained herein and agree to comply with my signature. I understand that my security deposit may be forfeited, or I may be invoiced for any additional expense should any of the policies be ignored or abused or if any damages are a result of the actions of this rental.

Signature of Applicant

Date

Provide the information requested above, read the terms and conditions, execute the application, and return the completed application to the Town Clerk with the \$100.00 security deposit to:

Tami Gale, Town Clerk Town of Fowler 87 Little York Road Gouverneur, NY 13642 Email: <u>townclerk@fowlerny.com</u>

Terms and Conditions

Facility Use Requirements

The use of the Town of Fowler Pavilion shall be subject to approval and rules of the Town of Fowler.

- 1. Organizations wishing to use the Pavilion shall first apply to the Town Clerk on the prescribed form. The Town Board has final authority on approval of the Application for Use.
- 2. All posted rules must be adhered to including "NO Smoking, NO Vaping, and NO Alcohol is allowed.
- 3. 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.
- 4. Any damage to municipal facilities shall be promptly repaired at the user's expense. <u>No</u> <u>exceptions.</u> Be sure to inspect and clean the area prior to leaving the Pavilion.
- 5. Organizations and individuals using the facilities must clean-up afterwards.
- 6. All trash and garbage must be taken care of by the applicant. If trash is left in refuse containers or left at the Pavilion, the applicant will be charged \$10 per bag, which will be deducted from the security deposit.
- 7. Any organization with youth under 18 years old always requires the presence of adequate adult supervision.
- 8. No motorized vehicles shall be operated on the grounds. Vehicles shall be parked in designated spots only. **NO VEHICLES ARE ALLOWED TO BE ON ANY PART OF THE LAWN**.
- 9. No fires shall be started on the premises. Grill and cooking apparatuses are permitted.
- 10. No applicant shall make or permit any disturbing noises or actions that will interfere with the rights, comfort, or convenience of those in the vicinity of the Pavilion.
- 11. In the case of emergency, call 911.

Other Provisions

- 1. The applicant must reimburse The Town of Fowler for any and all damage or injury to any real or personal property of The Town of Fowler that may arise, directly or indirectly, from the negligence, acts or omissions of the applicant, its officers, members, agents, invitees, or employees.
- 2. The applicant may not assign this agreement or its interest without the express written consent of The Town of Fowler.
- 3. No modification or amendment to this agreement shall be valid unless in writing and executed by The Town of Fowler.
- 4. In entering into this agreement, the applicant acknowledges and agrees that nothing shall be constructed as creating any right or ownership interest in The Town of Fowler property. This agreement will constitute permission to applicant to gain access to The Town of Fowler property for the purpose set forth therein.
- 5. This agreement may be terminated, and future use may be denied, by The Town of Fowler for any violation of the terms and conditions herein by the applicant.
- 6. Security Deposits can be picked up by the applicant, after an inspection of the pavilion has been completed by a Town of Fowler official, on the 1st business day following the pavilion rental date, at the Town Clerk's office, 87 Little York Road.