

VILLAGE OF STAMFORD, COUNTY OF DELAWARE
PARKS, RECREATION, AND FACILITY USE POLICY
UPDATED: July 19, 2016

All activities involving parks, recreation or facility use related to the property of the Village of Stamford will first be presented to the Board of Trustees for review and approval 30 days prior to event (See included Use Form). Liability Insurance must be included for all events and verified with the insurance company for accuracy. The Board of Trustees will make a decision based on the submitted information as to whether the property should be approved or rejected for use with such activity. All park/facility use form recipient(s) are responsible for providing any and all equipment and/or supplies needed for their activity. The recipient(s) must also maintain and return the property to its original condition. A new park/facility use form is required for each additional park/facility including the snack shack and the restrooms. Any events, which are held at Archibald Field, are subject to the Village of Stamford Local Laws.

Adopted: July 26, 1991

_____ I have read the policy written above and I agree to the terms.
(Initials)

Village of Stamford, New York Building/Facility/Park Use Form

PLEASE PRINT OR TYPE

APPLICATION MUST BE MADE THIRTY DAYS PRIOR TO EVENT.

Application Date:

Building, Park, or Facility Requested:

1. Legal name, address, and telephone number of organization requesting use of village building, park, or facility:
2. Name, title, address, and telephone number of organization's officer making request and assuming responsibility:
3. Date(s) and time(s) of event:
4. What kinds of activities will be taking place?
5. Estimated number of people in attendance:

6. Will alcoholic beverages be sold or consumed? (If "yes", the purchase of a separate "Liquor Law Liability" insurance policy, naming the Village of Stamford as an "additional insured" may be required.)
7. Profit Status (check one): Not for Profit _____ Profit _____
8. Will there be an admission charge?
9. If there will be an admission charge, what is the amount of admission?

THE VILLAGE OF STAMFORD RESERVES THE RIGHT TO CONDUCT A COMPLETE SAFETY INSPECTION OF THE PREMISES, WHILE IN USE BY YOUR GROUP.

INSURANCE: Organizations or persons using Village of Stamford buildings, parks, or facilities, shall provide the village with proof of insurance, with the village named as an ADDITIONAL INSURED, at limits determined by the village. If it is determined that a certificate of insurance is not feasible, the village reserves the right to deny use of the requested facilities. Further, a hold harmless agreement must be signed, between the village and the organization, before permission for use can be granted.

It is hereby agreed that the above organization will be fully responsible for the compliance with village law, NY State law, and Federal law, with regard to its use of village buildings, parks, or facilities.

Please attach proof of insurance and the signed hold harmless agreement with this application.

Signature of Responsible Officer Date

Application received: _____

Copy sent to insurance agent for review: _____

Proof of Insurance received: _____

Signed Hold Harmless agreement received: _____

Application approved _____

HOLD HARMLESS AGREEMENT

This is a liability agreement between the STAMFORD VILLAGE BOARD OF TRUSTEES, for and on behalf of the VILLAGE OF STAMFORD, NEW YORK, herein designated "VILLAGE" and

Responsible Officer or Person

For _____
User Organization

User agrees to conduct activities in the buildings, parks, or facilities, in a careful and safe manner. As a material part of the consideration to the Village, User hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Users use or occupancy of the buildings, parks, or facilities in, upon, or about the buildings, parks, or facilities of the Village from cause whatsoever, and hereby waives all claims in respect thereof against the Village. The User further agrees to indemnify and hold harmless the Village, its officers, agents, and employees, from and against any and all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with (a) User use or occupancy of the buildings, parks, or facilities, or any activity or thing done, performed, or suffered by User; or (b) any loss, injury, death, or damage to persons or property on or about the buildings, parks, or facilities by reason of any act, omission or negligence on User's part, or (c) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement. User's indemnity under this Paragraph shall not extend to any liability caused by the sole negligence of the Village or its agents or employees.

This Agreement shall be interpreted under the laws of the State of New York.

The term of this Agreement shall start _____ and end _____, at which time this agreement expires.

By _____
Responsible Officer or Person

For _____
User Organization

By _____
Village Officer
For the Village of Stamford Board of Trustees