

**Village of Brockport
Standard Facilities Use Agreement
Amended 3/23/11
Specifically for use of the West Avenue Fire Hall
Please contact Brockport Protectives, Inc.
C/o Willard (Bill) Bird
205 Clark Street Brockport, NY 14420
637-4483 home
739-9446 cell**

This Agreement describes the terms and conditions under which the undersigned outside party (the "USER") may use facilities owned by the Village of Brockport (the "VILLAGE").

Whereas VILLAGE owns and operates, or lawfully controls the use of, the property ("PROPERTY") described below, and USER desires to use said PROPERTY, VILLAGE agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

USER NAME:		PROPERTY:	
ADDRESS:		DATE OF USE:	
CITY/STATE/ ZIP:		START TIME:	
TELEPHONE:		END TIME:	
FEES:		EVENT NAME:	
DEPOSIT:	\$25.00 (In addition to Fees)	PURPOSE OF USE:	

FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sums referenced below as a fee for the use of the PROPERTY:

- West Avenue Fire Hall \$0.00 per hour

This fee is due immediately. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

2. **ADDITIONAL FEES & SECURITY DEPOSIT:** In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or VILLAGE in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs. The user shall pay to the Protectives the amount of **\$25.00, which** shall be held by the Protectives as a security deposit for any damage to the facility or other loss or expense incurred by the Village due to the use of the facility by the user. In the event that there is any damage, loss or expense incurred by the Village due to the use, the user agrees and acknowledges that the Protectives may use the

security deposit for payment of same without prior approval of the user. The amount of the security deposit paid hereunder is not a limit of the user's liability to the Village for damage, loss or expense and any claim for same by the Village shall be paid immediately by the user.

3. OCCUPANCY LIMITS: The USER shall comply with the occupancy limits of the PROPERTY being used as follows:

- West Avenue Fire Hall 60 persons

4. SPECIAL RULES: The USER shall comply with the additional rules of the PROPERTY being used as follows:

A. West Avenue Fire Hall:

1. All garbage must be removed by USER.
2. The key must be picked up from the Protectives representative by the day prior to the use and returned according to the representative's instructions after the building is locked after use.
3. Alcohol sales are prohibited. Alcohol consumption is prohibited unless approved by the Board of Trustees for a specific PURPOSE OF USE.
4. Turn lights off and assure doors are locked.

4.1 ALCOHOLIC BEVERAGES: The USER agrees and acknowledges that the sale of alcoholic beverages at the PROPERTY is strictly prohibited. If alcoholic beverage consumption is approved by the Board of Trustees for a particular PURPOSE OF USE, then the USER may provide alcoholic beverages for consumption by the guests of the USER at the event by the USER purchasing the alcoholic beverages, and then the USER may provide the alcoholic beverages to the guests at the event, for free, and without any charge.

5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.

6. DAMAGES AND REPAIRS: The USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the VILLAGE.

7. COMPLIANCE: The USER agrees to use and occupy the FACILITY in accordance with all VILLAGE policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. USER may not use the VILLAGE's names or marks, or imply VILLAGE endorsement or support, without express permission from an authorized VILLAGE official.

8. PARTICIPANTS AND ATTENDEES: The USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex

except insofar as the goals or purposes of the activity require such limitation and are lawful.

9. ABANDONED PROPERTY: Any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the VILLAGE to be disposed of or utilized at VILLAGE'S sole discretion.

10. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of VILLAGE.

11. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the VILLAGE and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the VILLAGE.

12. INDEMNIFICATION

A. The VILLAGE shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the VILLAGE for any and all liabilities for any loss, injury, or damages to any such property.

B. The VILLAGE shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of the VILLAGE. USER expressly agrees to indemnify and hold harmless VILLAGE, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER.

C. In the sole discretion of the VILLAGE, at all times during the use of the PROPERTY, USER may be required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of New York, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name the VILLAGE, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. USER agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against VILLAGE. The USER shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of New York where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the VILLAGE.

D. If USER is a department, division, or other unit of VILLAGE, paragraph 12 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law. If USER is an individual, the comprehensive liability insurance certificate required by paragraph 12(C) shall not be required unless the VILLAGE finds, in its sole discretion, that the intended use may negatively impact the Village or its property.

13. CANCELLATION AND TERMINATION: The VILLAGE reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the VILLAGE if for any

reason, within the independent and sole discretion of the VILLAGE, there is or will be, any violation of this agreement, of any rule regarding the use of the PROPERTY, any obligation of the user hereunder, or for any other reason based on health and safety concerns of the Village or its officials.

14. WHOLE AGREEMENT: This writing contains the whole and complete agreement between the VILLAGE and USER.

15. SEVERABILITY: The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

“Your Responsibilities” specifically per Protectives:

- NO Alcoholic Beverages.
- All music/bands/loud noise must stop at 11pm.
- No parking in front of the truck bays or in the small lot on the west side of the building.
- No parking on the grass.
- Empty all garbage and replace bags. Garbage can be put in the large container on the east side of the building. New bags are in the bottom of each container.
- No taping or picking up tiles for decorations on the ceilings. There are hooks in the ceiling for decorations.
- Tables and chairs should be wiped off and put away immediately after the event.
- No children in the truck bays.
- Turn all lights out when you leave the building. Make sure all doors are locked when exiting your function.
- You will be responsible for any damage to/or stolen property.
- You are responsible for any injuries.

Donations are greatly appreciated. Please make checks payable to Brockport Protectives, Inc.

The undersigned certifies that (s) he is authorized to sign this Agreement on behalf of the USER and the VILLAGE, respectively, and that the USER and the VILLAGE acknowledge and accept the terms and conditions herein and attached hereto.

Dated: _____ 20__ Dated: _____ 20__

USER: _____ PROTECTIVES: _____

BY: _____ BY: _____

Position: _____ Position: _____

Address & Phone: _____

For office use only: _____ Approved _____ Denied

_____ Availability Confirmed with _____

_____ Copy Given to Village Clerk

_____ Security Deposit Collected (\$25)

_____ Fees (donation) Collected

_____ Received Insurance Certificate with Village as Additional Insured (Not required for individual use of facility)