



PROPERTY being used as follows:

- Village Hall Conference Room      49 persons
- Sagawa Park      Not applicable

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

A. Village Hall Conference Room:

1. All garbage must be removed by USER.
2. The key must be picked up from the Village Clerk by 4:30 pm the day of the meeting and returned to the Village Hall drop box after the building is locked that evening.
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.

B. Sagawa Park:

1. USER shall vacate the park no later than 9:30 pm.
2. All garbage must be removed by USER.
3. The USER shall not disturb area church services.
4. The USER may not exclude members of the public from simultaneously using the park.
3. Alcohol sales are prohibited. Alcohol consumption is prohibited unless approved by the Board of Trustees for a specific PURPOSE OF USE.

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

