

For Office Use Only:

Date paid: _____ Amount: _____ Cash _____ Check # _____ Credit Card _____ Received by: _____

Deposit Amount Returned: _____ Date Returned: _____ If not returned, why? _____

**APPLICATION FOR USE OF TOWN FACILITIES
TOWN OF LOUISVILLE
14810 State Highway 37
Massena, New York 13662**

Date of Application: _____ Date(s) Requested: _____

Facility Requested: (please mark correct facility) – **Copy of valid Photo ID will be required with ALL applications.** Usage fee of \$100 is due a minimum of seven (7) days before the scheduled use. ***Cornhole Board(s) rental (Community Center Pavilion ONLY), \$50 Deposit + Rental Fee***

_____ Massena Intake North Pavilion and Concession Stand - \$100

_____ Massena Intake South Pavilion - \$0

_____ Whalen Park Pavilion - \$0

_____ Ray Hurlbut Community Center Pavilion & Restrooms - \$100

_____ Ray Hurlbut Community Center Arena upstairs - \$100

_____ Ray Hurlbut Community Center Pavilion only (no restrooms) - \$0

_____ Cornhole Board(s) - \$10

Information About Your Group

Name of Organization or Individual: _____

Start Time: _____ End Time: _____ Contact: _____

Mailing Address: _____

Telephone: _____ E-mail: _____

Information About Your Intended Use Of Municipal Facilities

Purpose of Use: _____

Total No. of Expected Participants: _____ Adults: _____ Children: _____

Will an admission fee be charged? Yes ☐ No ☐

If yes, what will the admission proceeds be used for? _____

AGREEMENT

The undersigned is over 21 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 Organization or Individual cited above does hereby covenant and agree to indemnify and hold harmless the Town of Louisville and the New York Power Authority from and against any and 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 Louisville and/or New York Power Authority property, and facilities.

I have read all the facility rental and use policies contained herein and agree to comply with my signature. I understand I will 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: _____

Please provide the information requested above, read the Terms and Conditions, execute the application, and return the completed application to the Town Offices with the applicable usage fee to:

Louisville Community Center
Attn: Supervisor of Recreation
14810 State Hwy 37
Massena, New York 13662
Phone number: 315-764-7473
E-mail: recreation@louisvilleny.gov

All usage fees are due a minimum of seven (7) days prior to the scheduled use. ***A COPY OF VALID PHOTO ID IS REQUIRED WITH ALL APPLICATION***

TERMS AND CONDITIONS

Facility Use Requirements

The use of any Town facilities shall be subject to the approval and rules of the Town of Louisville.

- Organizations wishing to use any Town facility shall first apply to the Supervisor of Recreation & Maintenance on the prescribed form. The Town Board or their designee has final authority on approval of the Application for Use.
- All posted rules must be adhered to.
- 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.
- Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. If Town personnel are not available, be sure all doors and utility panel doors are locked, and the table/chairs are returned to their proper place prior to leaving the facility.
- Organizations and individuals using the facilities must clean up afterwards.
- All trash and garbage must be taken care of by the applicant. Trash can be put in the dumpster at that facility if available. If trash is left in refuse containers or left at the Pavilion, the applicant will be charged \$10 per bag.

- Permits may be revoked at any time.
- Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
- Motorized vehicles shall be parked in designated parking spaces only. Arrangements for unloading and loading any belongings or materials brought onto any Town facility will be made, along with any “special parking” needs by the Town of Louisville. Operators must stay on established roadways or driveways.
- Other than when loading or unloading, vehicles shall not be operated on the grass at any Town facility without prior approval from the Town of Louisville.
- No fires shall be started on the premises.
- 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 any Town facility.
- In the case of emergency, call 911.
- No radio or television aerial shall be attached to or hung from the exterior of any building or structure without prior written approval of the Louisville Town Board.
- Use of Town cornhole boards is only allowed at Community Center Pavilion; they CANNOT be moved. Applicant is responsible for lost, stolen, or damaged boards & bags.

Blackout Dates

The Pavilion will not be available for reservation during Summer Bash weekend and during other regional events held in Louisville (e.g., Fishing Tournaments, Fireman’s Convention). The Town of Louisville reserves the right to enforce additional blackout dates, at their discretion.

Personal Use

NOT FOR PROFIT USE

- Not-for-Profit organizations may reserve the Pavilion at no cost. Must submit copy of 501C.

COMMERCIAL USE

- Companies or corporations may utilize Town facilities for a fee to be negotiated at the time of application.

Insurance – For Not-For-Profit and Commercial Users Only

Provide a certificate of insurance to include the following:

- Commercial and Not-for-Profit users hereby agree to effectuate the naming of the Town of Louisville and New York Power Authority as an unrestricted additional insured on the user's policy.
- The policy naming the Town of Louisville and New York Power Authority as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - contain a 30-day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the Town of Louisville, the New York Power Authority, its Board, employees and volunteers; and
 - Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- The user agrees to indemnify the Town of Louisville and New York Power Authority for any applicable deductibles.
- Enclose a copy of the endorsement providing additional insured status.
- Required Insurance:
 - Commercial General Liability Insurance with limits of \$1,000,000 per occurrence / \$2,000,000 aggregate.
- User acknowledges that failure to obtain such insurance on behalf of the Town of Louisville and New York Power Authority constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Louisville and New York Power Authority. The user is to provide the Town of Louisville with a certificate of insurance, evidencing the above requirements have been met. The failure of the Town of Louisville to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Town of Louisville.

Alcoholic Beverages/Marijuana

- No alcoholic beverages/marijuana are allowed on any Town properties without prior approval of the Town of Louisville. The applicant will ensure compliance with all State and Federal laws pertaining to the sale, distribution, and consumption of alcohol/marijuana, as applicable, including but not limited to prohibition of sales or serving to minors and intoxicated persons.
- Any person under the age of 21 will not be served alcohol/marijuana under any circumstances. Valid identification is required for guests of a questionable age. With prior Town of Louisville approval, open containers will be allowed in the Town facilities. The applicant acknowledges that the Town of Louisville is not

liable for persons consuming alcoholic beverages/marijuana or for any damages that may result to persons and property as the result of the consumption of alcoholic beverages/marijuana.

Other Provisions

- The applicant must reimburse the Town of Louisville for any and all damage or injury to any real or personal property of the Town of Louisville that may arise, directly or indirectly, from the negligence, acts or omissions of the applicant, its officers, members, agents, invitees, or employees.
- The applicant may not assign this agreement or its right or interest therein without the express written consent of the Town of Louisville.
- No modification or amendment to this agreement shall be valid unless in writing and executed by the Town of Louisville.
- In entering into this agreement, the applicant acknowledges and agrees that nothing shall be construed as creating any right or ownership interests in the Town of Louisville property. This agreement will constitute permission to the applicant to gain access to the Town of Louisville property for the purpose set forth therein.
- This agreement may be terminated, and future use may be denied, by the Town of Louisville for any violation of the terms and conditions herein by the applicant. In such event, the applicant shall vacate the Town facility within twenty-four (24) hours of receipt of verbal or written notice of such termination.