

MONTEBELLO COMMUNITY CENTER

350 Haverstraw Road

APPLICATION FOR USE

Date of Event: _____

Name of Applicant or Organization: _____

Type of Organization (e.g., 501 (c)(3); corporation; partnership, etc.):

Address: _____

Explanation Village Based-Nature of Organization (include written documentation as applicable):

Tel # daytime _____ evening _____ cell _____

E-mail: _____

Hours of Use: from: _____ to _____

Please note: Hours of operations are from 10:00 a.m. until 10:00 p.m., but not to exceed _____ hours

Purpose of

Use: _____

Is an admission fee charged? _____ if so amount of fee? _____

What will proceeds be used for? _____

Total Participants Expected: _____ Adults _____ Children _____ (Adult supervision is required)

Number of Residents _____ Non-Residents _____

Please circle items you may need: Refrigerator, Microwave, Chairs, Tables,
Other _____

[Note: Kitchen use is subject to finishing and furnishing of same]

A fee of \$50 per hour is charged for residents or non-profit Village based organizations, and \$100 per hour for all other not-for-profit organizations, and for for-profit Village based organizations. Please make checks payable to: Village of Montebello

I have read the attached facility rules and regulations and guarantee observance of all regulations governing use of the facilities of the Village and payment of any charges incurred. In addition, the individual signing for himself or herself as a User, or for any organization, agrees to be personally liable for damages caused to Village property and clean-up costs and also acknowledges the Hold Harmless Agreement as part hereof. Where acting for an organization, applicant represents and certifies that he/she has authority to so at and to bind the organization.

ORGANIZATIONAL USERS HEREBY CERTIFY THAT THEY ARE INSURED FOR PROPERTY DAMAGE AND PERSONAL INJURY, NO LESS THAN \$250,000 FOR THE FORMER AND \$500,000 FOR THE LATTER, AND THAT THIS EVENT WILL BE COVERED. VILLAGE RESERVES THE RIGHT TO DEMAND PROOF OF COVERAGE.

Signature of Applicant

Title

Note: Village reserves the right to cancel use at any time to meet the needs of the Village, or in its best interest as determined by the Village Clerk, Village Board or designee

Print Name

Address

Individual's Telephone daytime _____

evening _____

Cell Phone _____

Email _____

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Rules & Regulations

1. Applicants wishing to use the Montebello Community Center shall first apply to the Village Clerk on the prescribed form. No reservations of the facility will be made until this application is returned and fee received by the Village Clerk, and the application is approved. The Village Board of Trustees or designee has final authority on approval.
2. The hourly fee for use of the facility, as established by the Board, is payable upon submission of application. If the application is denied, the fee will be returned or refunded.
3. All users using the facilities must clean up afterwards. Tables and chairs must be restored to their original locations.
4. No alcoholic beverages are allowed on the premises. No intoxicants of any kind may be brought onto the Montebello facilities.
5. No smoking is allowed inside the building.
6. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be asked to leave the premises, and shall forfeit any fee paid and any deposit. In appropriate cases, the police will be called.
7. Any damage to the Montebello facilities shall be promptly repaired at the user's expense. No exceptions. Failure to do so upon notice will cause the Village to effect the repair, and then to seek compensation from the User and/or Guarantor in its discretion.
8. No Village property is to be altered or removed from the premises.
9. Activity shall be restricted to the specific area for which permission is granted. The activity shall not extend beyond the hours approved in the request. (The Center is available from 10:00 a.m. to 10:00 p.m.) Regular use will not be approved without the action of the Village Board, and with the understanding that the Village retains the discretion to cancel at any time.
10. The person or persons in charge of the activity shall be present before the activity is due to start and remain with the group until all have left the premises and property, and such have been returned to their original condition.

11. All activities shall require the presence of an adequate number of supervising adults at all times.
12. The approval of the use of facilities is understood as secondary to the needs of the Village, and is revocable at any time by Village Clerk or Village Board or designee with or without cause.
13. Users must be Village residents or organizations based in the Village, meaning organized and operated out of a Village location or with a majority of members or benefited persons residing in the Village, except for not-for-profit organizations which need not be Village based. Proof shall be submitted with the original application, and the Village reserves the right to require further or updated substantiation at any time.
14. As may be revised by the Village Board by Resolution from time to time, fee for use of the Center by Village residents or by Village based Tax Exempt (501(c)(3)) organizations shall be \$50/hr, and \$100/hr. for Village based organizations which are not tax exempt, or for non-Village based tax exempt organizations.
15. To the maximum extent permitted by law, all Users, whether individuals or organizations, must indemnify and hold the Village, its employees offices, or agents harmless, and must defend same, against the consequences of said use, whether in the form of claims for property damage or personal injury of any kind, all as more particularly set forth in the associated form which shall be completed before a Notary as referenced to the Application..
16. In the case of an individual User, or in the case of an organization, a responsible person or officer shall sign the Application as guarantor of any clean up costs or damage or stolen property loss caused the Village by such use. Such guaranty should be part of the application.
17. No admission fee may be charged except if reasonably calculated to cover the cost of materials given to participants for use in the program, or to fundraise for a not-for-profit based organization.

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FACILITY USE/HOLD HARMLESS AGREEMENT

(Name of Organization or Individual User) _____
does hereby covenant and agree to defend, indemnify and hold harmless the **Village of Montebello**, its Village Board, and its agents, servants, officers and employees, 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 maximum extent permissible by law, arising out of or in connection with the actual or proposed use of the property, facilities and/or services of the **Village of Montebello** by (Name of Organization or Individual User) _____
and/or the activities, functions, events affairs or proceedings of (Name of Organization or Individual User) _____.

The undersigned is 18 or more years of age, and has been duly authorized and empowered by the organization or entity named above to execute this Agreement on behalf of said organization or entity, unless for himself/herself as an individual user. He/She agrees to comply with the attached rules and regulations, and the application form. He/She certifies that the information set forth in the application is true and correct in all respects. Signatory hereon also personally guarantees to pay for any property damage or lost property or clean-up costs incurred by Village due to the use.

Signature of Organization Representative or
Individual User

Address

Print Name/Title

Telephone #

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ACKNOWLEDGEMENT

**STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS:**

**On this _____ day of _____, 20____, before me, the undersigned,
_____ personally appeared
and subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her capacity as _____, and
that by his/her signature on the instrument, the individual or the entity upon behalf
of which the individual acted, executed the instrument.**

Signature of Individual/Representative

Notary Public, State of New York

