

Village of Walden Recreation and Parks One Municipal Square Walden, NY 12586 Telephone (845)778-2177 ext 1524
Fax (845)778-2170
Email: recreation@villageofwalden.org

Anita L. Vandermark Community Center

Group Name:	Today's Date:
(If applicable) Representative/Applicant: Address:	Driver's License I.D. # Phone #
Event Date (s):	ume full accountability for damage incurred to Village of Walden
Insurance Requirements must be provided at the time of the application. For ALL EVENTS, the undersigned will be responsible to provide a One Million Dollar liability insurance certificate naming the Village of Walden as additional insured.	
The Village of Walden reserves the right as a condition to granting this application to require additional responsible persons in addition to the applying organization. Previous experience has shown that the supervision of one (1) adult is necessary for every ten (10) non-adults present. This is a REVOCABLE PERMIT and subject to change, if necessary.	
NO ALCOHOLIC BEVERAGES ALLOWED ON PREMISES unless waiver is granted by Village of Walden Board of Trustees prior to event. Proper insurance required to approval being granted for alcohol waiver Manager signature for wavier	
This event is NOT EXEMPT from the Village of Walden's park rules and Village codes, including but not limited to: NO SMOKING, NO UNAUTHORIZED VEHICLES, DO NOT LITTER, PARK IN DESIGNATED PARKING AREAS ONLY Agreement The undersigned is 21 years of age or more and has read this form and agrees to comply with them. He or she agrees to be responsible to the Village of Walden for the use and care of the facilities. He or she, on behalf of, does hereby covenant and agree to defend, indemnify and hold harmless the Village of Walden from and against any and all liability, loss, damage, claims, or actions (including costs and attorney 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 village's property, facilities, and/or services by permittee. Signature of Individual/Organization's Representative Date	
Fee Schedule: All fees due at finance	I understand and agree to all conditions listed above and attached.
Per Hour: \$75 - Village Resident \$100 - Non-Village Resident With Kitchen: \$100 - Village Resident \$125 - Non-Village Resident	Applicant Signature Date Recreation Coordinator Approval Date
	Village Manager Approval Date
Deposit/Cleanup Refundable Check: \$250 *Checks Payable to the Village of Walden* Need 2 separate checks: One for deposit and one for fee.	For Office Use ONLY: A copy of this signed application serves as your permit Total Amount Due: Check Insurance Requirements Met Approved Denied *Form Updated June 2023*

CHECKLIST

All Rental Payments will be made in full and in advance of the event. Applicable security deposits will be returned only upon satisfaction of the following conditions:

- 1. Spills wiped up.
- 2. Floors swept and mopped if necessary.
- 3. Lights off.
- 4. No property damage.
- 5. Garbage placed in dumpster.
- 6. Table tops washed.
- 7. Furniture repositioned to pre-event location.
- 8. No illegal activities and drugs.
- 9. No firearms.
- 10. No use of glitter, taping, nailing, or thumb-tacking of decorations or signs to any wall, door, or ceiling (No balloons filled with glitter or confetti).
- 11. No smoking is permitted on the community center grounds or in park anywhere.

RULES

- 1. Lessee and guests must park in designated locations away from all fire lanes.
- 2. Any alcoholic beverages, if approved, served in connection with Lessee's use of the premises must be served by a TIPS certified bartender. No alcoholic beverages may be removed from the building at any time.
- 3. Lessees must furnish all cooking supplies and utilities, and is not permitted to use any supplies owned by the Village of Walden.
- 4. All persons must remain in the hall for the event. No activities or playing are permitted in the parking area of the community center unless previous written permission is granted by the Village of Walden.
- 5. Smoking, including vaping, is prohibited inside the community center, and is not permitted in the park.
- 6. Any Lessee who intends on serving alcohol shall apply to the New York State Liquor Authority ("SLA") for the appropriate permit. The Lessee shall attach a copy of the application made to the SLA to this contract. If the application is approved by the SLA, a copy of the permit shall be submitted for inclusion with this contract prior to the day of the event. If the application is rejected by the SLA, no alcohol shall be served at the event. At the discretion of the Village of Walden, an additional insurance rider may be required for any event serving alcohol. The cost of such insurance rider shall be the responsibility of the Lessee.
- 7. The Lessee may engage a musical band or Disc Jockey to perform at premises. However, they may not create a disturbance or sounds on the Village of Walden property which carries on beyond the boundary lines of the property on which they are created to cause inconvenience or to disturb the public's peace, comfort, or tranquility. ALL MUSIC MUST END BY 11:00pm. EXCEPTIONS CAN ONLY BE GRANTED BY THE VILLAGE BOARD.
- 8. The Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. The Village of Walden retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of this contract. The lessee shall also be responsible for any damage to the leased premises during the subject rental, regardless of cause and shall promptly reimburse the Village of Walden in full for such damages.

RULES

- 9. To the fullest extent permitted by law, the lessee agrees to defend, indemnify, and hold harmless the Village of Walden, officers, directors, members, and employees of those entities from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illness, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by the Lessee.
- 10. This rental agreement shall be governed by the laws of New York State. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of Orange County Supreme Court, or, if appropriate, in the United States District Court for the Southern District of New York.
- 11. In the event that any court of competent jurisdiction enters a final order determining that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.
- 12. Lessee shall furnish a list of the names and addresses of all vendors, subcontractors, employees, and/or agents of Lessees who will require access to the premises prior to the stated time of the event.
- 13. This rental agreement contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This rental agreement may be modified only in writing, signed by the parties in interest, at the time of the modification.

CANCELLATION

1. Cancellation must be made in writing within 48 hours of the scheduled event, or it will result in the forfeiture of the \$250 facility deposit.