

VILLAGE of SAVONA
15 McCoy Street – PO Box 411
Savona, NY 14879
607-583-2124
607-583-2617 Fax

APPLICATION FOR USE OF VILLAGE FACILITIES

Today's Date: _____ Date Requested: _____

Check any facilities requested:

- | | | |
|---|--|--|
| <input type="checkbox"/> Pavilion ONLY | <input type="checkbox"/> Conser Field ONLY | <input type="checkbox"/> Robie Field |
| <input type="checkbox"/> Pavilion and Kitchen | <input type="checkbox"/> Conser Field w/Concession | <input type="checkbox"/> Field Bathroom |
| <input type="checkbox"/> Small Pavilion | <input type="checkbox"/> Benedict Field ONLY | <input type="checkbox"/> Village Hall Meeting Room |
| <input type="checkbox"/> Pavilion Bathroom | <input type="checkbox"/> Benedict Field w/Concession | <input type="checkbox"/> Savona Fire Department |

INFORMATION ABOUT GROUP

Organization Name: _____

Contact Name: _____

Mailing Address: _____

Day Phone #: _____ Night Phone #: _____

INFORMATION ABOUT INTENDED USE OF VILLAGE FACILITIES

Purpose: _____

Is equipment required? Yes _____ No _____

If yes, state type of equipment and purpose: _____

Will there be an admission charge? Yes _____ No _____

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

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AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with same. He/she agrees to be responsible to the Village of Savona for the use and care of their facilities. He/she, on behalf of _____ (organization's name) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Savona from and against any and all liability, loss, damages, claims, or actions (including but not limited to costs and attorney's fees) for bodily injury and/or property proposed damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Savona's property, facilities and/or service by _____ (organization's name).

Signature of Organization's Representative: _____

Printed Name of Organization's Representative: _____

Address: _____

Day Phone #: _____ Night Phone #: _____

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:

Village of Savona
Susette M. Harrian, Clerk/Treasurer
15 McCoy Street, PO Box 411
Savona, NY 14879-0411

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FACILITIES USE REQUIREMENTS

The use of all Village of Savona's facilities shall be subject to the approval and rules of the Board of Trustees administered by the Mayor or other Board designee.

1. Organizations wishing to use the municipal facilities shall first apply to the Village of Savona Clerk/Treasurer on the prescribed form. The Mayor and/or his/her designee have final authority on approval.
2. In the event of inclement weather, the Mayor and/or his/her designee has the final authority on whether or not the facilities are useable.
3. ***Intoxicants, including but not limited to alcohol and any and all illegal substances, shall not be brought onto/into the Village of Savona's facilities at any time.***
4. All posted rules must be adhered to. **Permits may be revoked at any time.**
5. 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.
6. Any damage to Village facilities shall be promptly repaired at the user's expense. NO EXCEPTIONS. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean-up the facilities afterwards. When reserving the kitchen at the pavilion, you will have to comply with the Kitchen Policy, attachment #1 (page 7).
8. Any organization with youth under 18 years of age requires the presence of adequate adult supervision at all time.
9. **The rates for village use property will be provided with the application, payable before use begins. The use of all village facilities requires a \$50.00 deposit. The deposit is returnable upon final inspection of facilities, and/or completion of the Kitchen Policy, attachment #1 (page 7).**
10. Smoking or other use of tobacco products is not allowed in any buildings.
11. Facilities are not available if in conflict with Village use. No unauthorized vehicles are allowed on Village property. No field or building alterations (lining of fields, erecting permanent goal posts or structures, etc.) are allowed without prior approval.
12. The emergency phone numbers for police, fire and ambulance is 911. The appropriate authority must be contacted in the event of an emergency.
13. The Village does not discriminate on the basis of race, color, national organization, physical impairment or sex in its' granting of Use of Facilities Permit.
14. **All buildings are property of the Village of Savona and shall ONLY be secured by village issued locks.**
15. All users must provide the insurance prior to the issuance of the Use of Facilities Permit. By submitting an application for use of village facilities, the village will reserve the date requested. **Insurance must be provided to the village 3 weeks prior to the requested use date. If the application is submitted within the 3 weeks of requested date, proof of insurance must be provided with the application.**

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a. FAILURE TO DO SO PRIOR TO THE USE WILL RESULT IN REVOCATION OF YOUR USE OF FACILITIES PERMIT.

i. Commercial Users:

1. The user hereby agrees to effectuate the naming of the Village as unrestricted additional insured on the user's policy.
2. The policy naming the Village as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer
 - b. Contain a 30-day notice of cancellation
 - c. State the organization's coverage shall be primary coverage for the Village of Savona and its Board of Trustees, employees, and volunteers; and
 - d. Additional insured status shall be provided with ISO endorsements CG 2026 or its equivalent.
3. The user agrees to indemnify the Village of Savona for any applicable deductibles.
4. Enclose a copy of the endorsement providing additional insured status.
 - a. Required Insurance:
 - i. Commercial General Liability Insurance
 1. \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate
5. User acknowledges that failure to obtain such insurance on behalf of the Village of Savona constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Savona. The user is to provide the Village of Savona with a certificate of insurance, evidencing the above requirements have been met. The failure of the Village of Savona 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 Village of Savona.

ii. Individuals

1. Homeowner's Insurance
 - a. Section Two – Liability: \$100,000.00 limit of liability. Policy shall not exclude the off-premises activities of the insured.

16. Prior to the start of the event, an announcement should be made to your group regarding the emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a fire alarm, etc.

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INSURANCE REQUIREMENTS

The contractor shall purchase and maintain during the life of the contract the following insurance. The insurance must be purchase from a New York State licensed A.M. Best Rated “A” or “A+” carrier. The Village of Savona, with the exception of Workers Compensation and Employee Liability Insurance, shall be named as additional insured on a primary basis. A copy of the certificate shall be mailed to the Village of Savona, with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior written notice by certified mail, return receipt requested, there of shall be given to the Village of Savona. The Contractor shall not commence work under this contract until they have obtained all insurance as required and such insurance has been approved by the Village of Savona. The Contractor shall require any subcontractor(s) to provide all of the requirements of this section before any work are to commence. In addition, all subcontractors must carry statutory Workers’ Compensation, Employers’ Liability and Disability Benefits Insurance for their employees.

1. FOR ALL COVERAGES

- a. Any deductibles or self-insured retentions must be declared to and approved by the Village of Savona. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Savona, its Board of Trustees, officers, employees, and/or volunteers.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. “Occurrence” form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire Damage Legal Liability. Coverage shall be in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- a. On owned, hired, leased or non-owned motor vehicles in the amount of \$1,000,000.00 per occurrence, Combined Single Limit. Policy should included code 1 – “any auto” and Insurance Service Office (ISO) endorsement CA 0029 (Ed. 12/88) – changes in Business Auto and Truckers Coverage.
- b. With regard to Comprehensive Automobile, Commercial General Liability and Optional Excess Liability coverage’s, the policies shall be endorsed to contain the following provisions:
 - i. Contractor’s insurance coverage shall be primary insurance as respect the Village of Savona, its Board of Trustees, officers, employees and volunteers.
 - ii. Any insurance of self-insurance maintained by the Village of Savona, its Board of Trustees, officers, employees and volunteers shall be excess of the contractor’s insurance and shall not contribute to it.

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- iii. The Village of Savona and its Board of Trustees volunteers shall enjoy the privileges of the policy contract without the responsibility to pay premiums.
- 4. **WORKERS' COMPENSATION & EMPLOYERS LIABILITY**
 - a. Statutory Workers' Compensation and Employers Liability Insurance for all of his employees to be engaged in work under the contract and if such work is sublet, the contract shall require the subcontractors to maintain similar coverage for all of its employees.
- 5. **OPTIONAL EXCESS LIABILITY INSURANCE**
 - a. If Excess Liability Insurance is provided with a minimum limit of \$2,000,000.00, underlying limits can be reduced to \$500,000.00.
- 6. **AIRCRAFT AND WATERCRAFT LIABILITY (if applicable)**
 - a. On owned and non-owned aircraft or watercraft (if used during the project) in the amount of \$1,000,000.00 per occurrence.
- 7. **FINAL PAYMENT**
 - a. Before final payment if made to a contractor by the Village of Savona, a current Certificate of Insurance for the contractor and his subcontractors must be on file in the Village of Savona's Clerk's Office.

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FACILITIES USE APPLICATION
ATTACHMENT #1

KITCHEN CLEAN UP POLICY

A facility use form must be completed prior to the facilities are scheduled for use. A \$50.00 deposit will be required and returned to the person indicated on the facility use form after a village employee has inspected the facility and the keys returned to the village office. On weekends the key may be returned by dropping the key in a sealed envelope with the renters name on it in the drop box located at the entrance of the village hall. The village will then return the deposit or it may be picked up during village office hours.

1. All dishes/utensils must be washed, rinsed, sanitized, dried and put back in its appropriate storage location.
2. All counters and food preparation areas must be cleaned and dried.
3. Floors must be swept and mopped of any spills
4. Oven and stove must be cleaned of any spills.
5. Griddle must be cleaned and a light coat of oil spread on surface. Oil is provided.
6. Grease catcher must be emptied and cleaned.
7. Steamer must be cleaned and sanitized if used.
8. Make sure valves for the oven and steamer are turned off.
9. Switch hot water heater off.
10. Make sure windows are shut and locked.
11. Pavilion area must be free of trash and swept if any food or spills have occurred.
12. Refrigerator must be clean of any spills and left over food removed.
13. Any leftover foods items must be removed from the premises.
14. All trash/garbage must be placed in plastic garbage bag(s) and placed in the outside containers.
15. Serving doors to pavilion must be locked.
16. All lights must be turned off.
17. Exterior doors must be closed and locked.