

Town of Thompson
Department of Parks & Recreation
4052 Route 42
Monticello, NY 12701
845-796-3606

FACILITY REQUESTED:

Community Building Gunther Pavilion Small Lower Pavilion Upper Pavilion Lake Ida Park

Name/Organization: _____

Phone Number: _____

Physical Address: _____

Date of Event: _____

Type of Event: _____

Beginning Time (including set up) : _____ Ending Time (Including cleanup) : _____

Number of Guests: _____

Refund Check made out to: _____

Refund Mailing Address:

Street/PO Box: _____ APT# _____

City: _____ State: _____ Zip: _____

OFFICE USE ONLY

Rental Amount Paid: \$ _____

Payment Type: _____

Security Amount Paid: \$ _____

Payment Type: _____

Refund PO Number: _____

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Fee Schedule:

Deposit/Cleaning Fee: \$300.00

- Rules and Regulations must be followed to receive deposit refund.

Pavilion Rental Fee:

<u># PARTICIPANTS</u>	<u>TOWN RESIDENTS</u>	<u>NON TOWN RESIDENTS</u>
25 – 75	\$ 50	\$ 100
76 – 150	\$ 75	\$ 200
151 – 300	\$ 200	\$ 400
301 – 500	\$ 250	\$ 600
501 & ABOVE	FEE TO BE SET BY TOWN OF THOMPSON TOWN BOARD	

Pavilion rules and regulations:

- No camping, hunting, trapping, firearms and or explosives.
- No snowmobiles, motorcycles, terrain vehicles.
- No horseback riding
- No open fires, collecting or cutting firewood, picking of flowers, collecting plants or animal specimens
- No obscene or abusive language
- No loud music
- No smoking anywhere on park grounds
- No bounce houses, slides, or table top grills
- No alcoholic beverages of any kind (without special permission and insurance)
- Trash must be thrown out. (insert rules for getting money back)
- No fishing without a license
- Pets must be leashed at all times and must clean up after your pet.

Community Building Rental Fee: \$150.00

- Town Residents ONLY

Community Building rules and regulations:

- Capacity for the community room (including deck area) is 50 people for parties, dinners, showers, etc. (75 for meetings)
- Alcohol is not permitted on Town park property unless proper liability insurance is provided as indicated in the insurance clause contained in this agreement.
- Smoking is not allowed anywhere on park grounds.
- Gambling or games of chance are not permitted.
- Pets are not allowed in the Community Building under any circumstances.
- Birdseed must be used in lieu of throwing rice at weddings
- No candles or open flames except on a cake.
- No taping or tacking anything to the floors or Ceilings
- No hanging anything from the ceilings.
- Garbage must be taken out and put in dumpster. Must replace liners with new one.
- Must fold up all tables and chairs and stack on racks.
- Floors must be swept and mopped.
- Bathroom: flush all toilets, remove garbage (replace liners), sweep, and mop floors.
- Clean out refrigerator and wipe up any spills (do not leave any food in refrigerator)
- Rinse out mop and bucket when finished.
- Make sure all doors are closed.

- ❖ Pool is closed to the public and is only used for YMCA Swim Lessons.
- ❖ No outside vendors allowed on park property unless you obtain a permit. Vendors must be used for catering purposes only.

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Reservations for use of Town Park facilities shall be made on a first-come, first-served basis. All private parties or organizations renting Town Park facilities shall pay in advance **as per the attached fee schedule on Page 2 and \$300.00 security and cleaning deposit.** The deposit will be held to cover damage, improper care, and clean up. The amount will be refunded after use if the premises are left clean and undamaged. The building is normally available between 7:30 AM and dusk Monday through Sunday.

GUARANTEE: The party or organization guarantees that it shall reimburse the Town of Thompson for all damages to any town property resulting from the use of the room and to indemnify the Town and hold it harmless from all damages, injuries, liabilities, losses and expenses incurred by any person or party in any way from the Lessee's use or rental of Town Park facilities and equipment.

INSURANCE: If the party or organization intends to bring and serve beer, wine, liquor, or alcohol of any nature onto the grounds of the Town Park Facility, then proof of insurance must be provided at the party's/organization's own cost and expense, either a homeowner's policy or any other form of public liability insurance with policy limits of at least \$1,000,000 and which names the Town as an additional insured and which shall contain a specific addendum which shall cover the Town from any and all liability arising or resulting from the service of beer, wine, liquor or alcohol of any nature within the premises.

INDEMNIFICATION: The party or organization shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents or servants arising as a result of performance of any act or the omission or failure to perform any act required, intended or necessary to be performed by the party or organization pursuant to this agreement. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interests, court costs, disbursements, counsel fees, any related expense and other charges incurred by the Town, its officers, employees, agents or servants. The Town shall give the party or organization notice of any claim or action filed by any person against the Town, its officers, employees, agents or servants which is or may be related to the party's/organization's use of the Town Park facilities.

CLEAN UP IS THE RESPONSIBILITY OF THE LESSEE WHO FILED THE APPLICATION. THE DEPOSIT WILL BE RETURNED VIA TOWN OF THOMPSON VOUCHER SYSTEM (TAKES APPROXIMATELY 15-30 DAYS) PENDING NOTIFICATION BY PARK STAFF THAT PARK FACILITIES WERE LEFT IN SATISFACTORY CONDITION AND CLEAN UP COMPLETED BEFORE THE LESSEE LEAVES THE PREMISES. FAILURE TO DO SO MAY RESULT IN FORFEITURE OF DEPOSIT.

THE ACCEPTANCE OF THIS FORM CONSTITUTES AN ACKNOWLEDGMENT AND ACCEPTANCE OF THE CONDITIONS AND REGULATIONS HEREIN NOTED

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HOLD HARMLESS AGREEMENT FORM

I hereby agree that I understand and will enforce all rules and regulations of renting/usage of the room that a Town employee has explained and those I have read and received in writing. By **initialing** next to the rules below, I agree to be bound by all rules and regulations contained in the Rental Agreement and the Hold Harmless Agreement, and agree to be held responsible for any damage and all actions taken during the rental/usage of the facility.

1. _____ I acknowledge that the Town of Thompson does not supervise any activities during the rental/usage, nor will they supervise the facility in any fashion, including the serving of any alcoholic beverages. I also hereby certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
2. _____ If alcohol is to be served, I will obtain an insurance policy as outlined in Rental Agreement
3. _____ I hereby agree there shall be no possession of or use of illegal drugs or any illegal activity at any time during the use of the facility, inside the facility or anywhere outside on the grounds. I also acknowledge that if at any time any illegal activity is discovered, the Town of Thompson will have the right to legal prosecution and termination of the event being held, with no refund of rental fees.
4. _____ I understand the Town of Thompson does not allow any type of sexual activity or content to be shown, depicted, or performed including indecent material (such as Adult sexual content parties, adult performers, etc.). No sexual content, materials, or activity is allowed on Town Park property at any time. I understand that violating this rule will give the Town the right to terminate the event being held with no refund of any rental fees.
5. _____ I hereby agree that I will not leave the event at any time for any reason during the entire time the event is being held, and understand that I am fully responsible for any damages and all actions taken.
6. _____ I acknowledge that the Town of Thompson has provided no information or assurances, expressed or implied, that my planned activities will not cause harm to myself or others, by virtue of allowing me to utilize the facility or by virtue of the facility itself. I also hereby agree that I am fully responsible for ensuring that the facility is adequate to engage in the planned activities safely, and in the event that I deem the facility is not adequate, I will refrain from such activities, and that such decision will be solely my responsibility.
7. _____ I agree to be legally responsible and defend, indemnify, and hold harmless the Town of Thompson or any of their officials, employees, or agents for any harm that may come to me, my fellow family members, my guests or invitees during the rental/usage, directly or indirectly, as a result of those activities or of the facility. In consideration of the use of the facility, I hereby agree to defend, indemnify, and hold harmless the Town of Thompson or any of its officials, employees or agents from any claim, including those resulting from alleged acts of negligence on any of their part.
8. _____ It is my knowing intention to provide the Town of Thompson and any of their officials, employees or agents with the broadest protections against lawsuits as possible.

I hereby acknowledge that I have read the above information and to below said witnesses that I understand and agree to it. I have initialed next to each of the above numbered items and have had an opportunity to ask any questions. If I am signing on behalf of an organization, I hereby certify that I am authorized to agree to the terms and conditions of this agreement on my behalf and on behalf of the organization and the organization's members.

The undersigned agrees that security deposit refund checks uncashed after 6 months become a donation to the Town of Thompson.

Signed (Lessee) _____ Date _____

Organization Name _____

Town of Thompson _____ Witnessed _____