

SITE ENTRY AGREEMENT AND INDEMNITY

OWNER: VILLAGE OF PORT DICKINSON DATE _____

VISITOR: _____ (PRINT NAME)

PREMISES: _____

SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED AND AGREED TO BY THE ABOVE NAMED VISITOR, THE ABOVE NAMED "OWNER" DOES HEREBY GIVE PERMISSION TO VISITOR TO ENTER THE ABOVE NAMED PREMISES ON THE FOLLOWING DATES AND TIMES: _____

1. INSURANCE. VISITOR REPRESENTS AND WARRANTS THAT VISITOR HAS IN FORCE THE FOLLOWING INSURANCE COVERAGE:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF AT LEAST \$2,000,000 EACH OCCURRENCE. THE POLICY WILL BE ENDORSED PROVIDING THE PER PROJECT AGGREGATE ENDORSEMENT.

- B. COMPREHENSIVE AUTOMOBILE LIABILITY WITH COMBINED BODILY INJURY AND PROPERTY DAMAGE LIMITS OF AT LEAST \$1,000,000. SUCH COVERAGE TO INCLUDE ALL OWNED, NON-OWNED, LEASED AND HIRED VEHICLES.

- C. OWNER IS TO BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING COMPLETED OPERATIONS ON A PRIMARY BASES. THE AUTOMOBILE POLICY AND ANY UMBRELLA POLICY WILL ALSO INCLUDE THE OWNER AS AN ADDITIONAL INSURED ON A PRIMARY BASIS. A CERTIFICATE OF INSURANCE WILL BE PROVIDED WITHIN 48 HOURS OF REQUEST BY OWNER.

- D. WORKERS COMPENSATION INSURANCE COVERING ALL EMPLOYEES ON THE PREMISES, INCLUDING CORPORATE OFFICERS, PARTNERS, AND SOLE PROPRIETORS.

- E. THE VISITOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST OWNER AND WILL HAVE ALL POLICIES ENDORSED SETTING FORTH THIS WAIVER OF SUBROGATION.

2. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW. VISITOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR LACK OF PERFORMANCE OF ANY WORK OR ACTIVITIES OR ANY

USE OF THE PREMISES, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LIABILITY, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR PHYSICAL INJURY TO TANGIBLE PROPERTY INCLUDING LOSS OF USE OF THAT PROPERTY, OR LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED, AND CAUSED IN WHOLE OR IN PART BY ANY ACTUAL OR ALLEGED ACT OR OMISSION OF THE VISITOR OR ANYONE DIRECTLY OR INDIRECTLY RETAINED OR ENGAGED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, OR VIOLATION OF ANY STATUTORY DUTY, REGULATION, ORDINANCE, RULE OR OBLIGATION BY ANY INDEMNITEE PROVIDED THAT THE VIOLATION ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE VISITOR'S PERFORMANCE OR LACK OF PERFORMANCE OF THE WORK OR USE OF THE PREMISES.

IN ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF VISITOR ANYONE DIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, INSURANCE, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY VISITOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3. LIMITATION ON ENTRY VISITOR'S RIGHTS TO ENTER ONTO THE SITE ARE SUBJECT TO CANCELLATION IF VISTOR DOES NOT PROVIDE EVIDENCE OF REQUIRED INSURANCE COVERAGE TO OWNER WITHIN 48 HOURS OF OWNER'S REQUEST.

4. AUTHORIZATION THE INDIVIDUAL SIGNING THIS SITE ENTRY AGREEMENT AND INDEMNITY FOR VISITOR IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF VISITOR (AND IF OWNER REQUESTS, WILL PROVIDE EVIDENCE OF SUCH AUTHORITY TO OWNER WITHIN 24 HOURS).

A. IT IS AGREED THAT ANY CLAUSE OF THE CONTRACT THAT IS FOUND TO BE VOID AND UNENFORCEABLE WILL NOT AFFECT THE ENFORCEABILITY OF ANY OF THE REMAINING PROVISIONS.

VISITOR:

PRINT NAME OF PERSON SIGNING

SIGNATURE

DATE

OWNER:

PRINT NAME OF PERSON SIGNING

SIGNATURE

DATE

VILLAGE OF PORT DICKINSON
USE OF VILLAGE FACILITIES AGREEMENT

DATE

INDIVIDUAL/ORGANIZATION NAME

MAILING ADDRESS

CONTACT PERSON (RESPONSIBLE FOR FACILITY DURING USE)

DAYTIME PHONE: _____ EVENING PHONE: _____

FACILITY: _____ DATE(S)REQUIRED: _____
TIME(S) REQUIRED: _____

NO. OF PEOPLE ATTENDING: _____

PROPOSED ACTIVITY: _____

.....

DO YOU REPRESENT A YOUTH ORGANIZATION? YES NO

IS THE ORGANIZATION NON-PROFIT? YES NO
IF YES, YOU MUST SUBMIT PROOF.

DOES THE ACTIVITY INVOLVE ATHLETICS? YES NO
IF YES, INSURANCE IS REQUIRED.

WILL MORE THAN (100) PEOPLE BE IN ATTENDANCE? YES NO
IF YES, INSURANCE IS REQUIRED AND YOU MUST HAVE VILLAGE BOARD APPROVAL.

IS THE ACTIVITY OPEN TO THE PUBLIC? YES NO
IF YES, INSURANCE IS REQUIRED.

WILL ADMISSION BE CHARGED? YES NO

PROOF OF NON-PROFIT STATUS

TO BE COMPLETED BY VILLAGE CLERK

IS THE ORGANIZATION REQUIRED TO SUBMIT PROOF OF NON-PROFIT STATUS? YES NO

IS THE ORGANIZATION REQUIRED TO SUBMIT INSURANCE CERTIFICATE? YES NO

IS THE ORGANIZATION REQUIRED TO HIRE POLICE FOR SECURITY? YES NO

IS THE ORGANIZATION REQUIRED TO PAY A FEE? YES NO

IS VILLAGE BOARD APPROVAL REQUIRED (OVER 100 PEOPLE ATTENDING)? YES NO

DATE OF APPROVAL _____ SIGNED _____

IF PAGE ONE (1) INDICATES YOUR ORGANIZATION MUST PROVIDE PROOF OF NON-PROFIT STATUS, YOUR ORGANIZATION MUST SUBMIT VALID DOCUMENTATION PRIOR TO USING THE FACILITY. I UNDERSTAND THE ABOVE REQUIREMENTS. _____

INSURANCE

IF PAGE ONE (1) INDICATES YOUR ORGANIZATION MUST COMPLETE THE SITE ENTRY AGREEMENT AND INDEMNITY PRIOR TO THE EVENT I UNDERSTAND THE ABOVE REQUIREMENTS. _____
INITIALS

POLICE

IF PAGE ONE (1) INDICATES YOUR ORGANIZATION MUST PROVIDE LAW ENFORCEMENT FOR YOUR EVENT, YOUR ORGANIZATION MUST PROVIDE A COPY OF THE CONTRACT WITH THE VILLAGE POLICE DEPARTMENT, WITH DATES AND TIMES REQUESTED PRIOR TO USING THE FACILITY. I UNDERSTAND THE ABOVE REQUIREMENTS. _____
INITIALS

FEE

IF PAGE ONE (1) INDICATES YOUR ORGANIZATION MUST PAY A FEE, IT MUST BE PAID AT THE TIME THE RESERVATION IS CONFIRMED. ONCE THE FACILITY HAS BEEN SCHEDULED, REFUNDS WILL BE MADE ONLY WHEN REQUESTED **IN WRITING** TWO DAYS PRIOR TO THE DATE OF USE. GROUPS NOT PAYING FEES WHO FAIL TO CANCEL WITHIN 48 HOURS PRIOR TO THE SCHEDULED USE OF THE FACILITY, WILL BE CHARGED A PENALTY FEE. I UNDERSTAND THE ABOVE REQUIREMENTS. _____
INITIALS

RESTRICTIONS

1. The activity shall be restricted to that area for which permission is granted.
2. The activity shall not extend beyond the hours approved in the request.
3. The organization using the building shall be responsible for moving its equipment into and out of the building within the time reserved.
4. Village authorities must have free access to all rooms at all times.
5. Use of alcoholic beverages is prohibited.
6. Smoking within the facilities is prohibited
7. Village authorities enforcing facility regulations must be respected at all times.
8. Village programs take precedence over all other activities and the Village reserves the right to cancel scheduled uses to accommodate Village programs/needs. Under certain circumstances, cancellation may occur within 24 hours of scheduled use.

I UNDERSTAND THE ABOVE REQUIREMENTS. _____
INITIALS

AGREEMENT

IN CONSIDERATION OF THE USE OF A OF VILLAGE -OWNED/OPERATED FACILITY, THE ORGANIZATION OR PERSON SHALL PAY \$_____ THE ORGANIZATION OR PERSON AGREES TO ABIDE BY THE RULES AND REGULATIONS OF THE OF VILLAGE , AND IF, IN THE OPINION OF ITS OFFICERS, THE ORGANIZATION OR PERSON, HIS AGENTS, EMPLOYEES OR MEMBERS VIOLATE SAID RULES OR FAIL TO COMPLY WITH SAID RULES, THE VILLAGE WILL HAVE THE RIGHT TO TERMINATE THE AGREEMENT

WITHOUT LIABILITY OR OBLIGATION OF ANY NATURE WHATSOEVER AND THE VILLAGE WILL NOT REFUND MONIES TO THE ORGANIZATION.

FURTHER, THE ORGANIZATION OR PERSON AGREES TO SAVE AND HOLD HARMLESS THE VILLAGE FROM ANY AND ALL LIABILITIES AND CLAIMS ARISING OUT OF OR CAUSED BY ANY ACTS OF THE ORGANIZATION OR PERSON, ITS AGENTS, SERVANTS, EMPLOYEES, MEMBERS AND SUPPLIERS.

THE VILLAGE WILL BE RESPONSIBLE FOR ALL ROUTINE MAINTENANCE, CLEANING AND CARE OF AFOREMENTIONED PREMISES LEASED. THE ORGANIZATION OR PERSON SHALL BE RESPONSIBLE TO REMOVE ALL TRASH AND DEBRIS AS A RESULT OF THE EVENT AND TO LEAVE THE FACILITY IN THE STATE IT WAS PRIOR TO THE EVENT. THE ORGANIZATION OR PERSON SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE AFOREMENTIONED PREMISES LEASED CAUSED BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF ITS EMPLOYEES, AGENTS OR INVITEES. THE ORGANIZATION OR PERSON SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY ORDINARY WEAR AND TEAR. CONTACT PERSON LISTED ASSUMES RESPONSIBILITIES AND MUST BE PRESENT DURING USE.

THE SIGNATURE BELOW ATTESTS TO UNDERSTANDING OF ALL ELEMENTS OF THIS AGREEMENT.

SIGNED _____

TITLE _____

FEE REQUIRED

DATE PAID

VILLAGE CLERK

POLICY ON PUBLIC USE OF VILLAGE HALL
SECOND FLOOR MEETING ROOM
ADOPTED BY THE VILLAGE BOARD OF TRUSTEES ON FEBRUARY 12, 2008

THE MEETING ROOM IS AVAILABLE FOR USE BY COMMUNITY ORGANIZATIONS, BUSINESSES, AND INDIVIDUALS. THE MEETING ROOM IS NOT AVAILABLE FOR THESE PURPOSES: SALE OR PROMOTION OF BUSINESS PRODUCTS OR SERVICES; RELIGIOUS PROSELYTIZATION; POLITICAL CAMPAIGN ACTIVITIES; ANY EVENT FOR WHICH AN ADMISSION FEE IS CHARGED; OR ANY USE OR MANNER OF USE PROHIBITED BY LAW. SUCH PROHIBITED USES DO NOT LIMIT OR EXCLUDE OTHER USES WHICH MAY BE PROHIBITED BY THE VILLAGE. RESTRICTION OF POLITICAL CAMPAIGN ACTIVITIES IS NOT INTENDED TO RESTRICT USE OF THE FACILITIES BY ELECTED OR APPOINTED OFFICIALS FOR VILLAGE MEETING PURPOSES OR ANY OTHER VILLAGE-RELATED BUSINESS. GRANTING PERMISSION FOR THE USE OF THE FACILITIES DOES NOT IMPLY VILLAGE APPROVAL OF THE GROUP OR OF THE IDEAS PRESENTED AT THE MEETING.

1. Use of the Meeting Room is scheduled through the Village office at 771-8233 (fax 771-8235) from 8:00 a.m. to 4:00 p.m., Monday through Friday. Reservations will be taken no more than 90 days in advance of the reservation date and are on a first come, first served basis with the exception that Village use always takes priority. Please note that the Meeting Room is not available any Monday evenings. Groups and individuals wishing to use the Meeting Room shall first apply to the Village Office on the prescribed Application Form attached hereto.
2. The Meeting Room is available from 8:00 a.m. to 9:00 p.m. daily. The Village Hall must be vacated by 9:00 p.m.
3. The Village charges a \$25.00 non-refundable fee for the use of the Meeting Room, which fee may be waived for any religious, civic, educational or philanthropic organization which is resident or located in the Village. Any waiver of the fee shall not imply that the fee will be waived upon any future request or on a continuing basis. Payment of the fee may be made in cash, or by check made payable to the order of the Village of Port Dickinson at least 1 week in advance of the requested reservation date. Payment must be submitted before any reservation is considered final. Submission of payment implies agreement to abide by the Meeting Room use policy.
4. The Meeting Room may be used by groups of up to 75 persons. The actual number of people that the Meeting Room can accommodate may vary with different table and chair arrangements. Any group with youth under age 18 years old requires the presence of adequate adult supervision at all times.
5. Smoking or use of any tobacco product is not permitted. Alcoholic beverages are not permitted. All posted rules and regulations must be adhered to.
6. 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.
7. Groups are responsible for bringing their own supplies and should not use Village supplies nor ask the Meeting Room staff to provide needed supplies. Any group which does not leave the Meeting Room by 9:00 p.m. (or other closing time), fails to leave the room in satisfactory condition, or damages the premises may be billed for the cost of clean-up and/or damages. If any such bill is not paid or if noncompliance persists, then the group will not be allowed to use the Meeting Room in the future.
8. Any damage to the premises will be promptly repaired by the Village at the user's expense. No exceptions. If maintenance personnel are not available, the user must make sure all doors are locked and lights are turned out when leaving.
9. Permits may be revoked at any time.
10. The telephone number for all emergencies is 911 and Port Dickinson Police can be contacted at 722-1255. The appropriate authority must be contacted in the event of an emergency.

11. Groups or individuals wishing to use the Meeting Room must obtain and present to the Village Clerk, prior to use of the Meeting Room, a Certificate of Insurance evidencing the requirements listed below. The failure of the Village 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. **Failure to provide the required Certificate of Insurance prior to use will result in revocation of your permit.**

Commercial Users:

The user hereby agrees to effectuate the naming of the Village as an unrestricted additional insured on the user's policy.

- A. The policy naming the Village as an additional insured shall:
 - (i) be an insurance policy from an A.M. Best rated A - NYS licensed insurer;
 - (ii) contain a 30-day notice of cancellation;
 - (iii) state that the organization's coverage shall be primary coverage for the Village, the Board of Trustees, employees and volunteers; and
 - (iv) additional insured status shall be provided with ISO endorsement CG2026 or its equivalent.
- B. The user agrees to indemnify the Village for any applicable deductibles.
- C. Enclose a copy of the endorsement providing additional insured status.
- D. Required insurance: Commercial General Liability Insurance, \$1,000,000.00 PER OCCURRENCE/\$2,000,000.00 AGGREGATE.
- E. User acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village.

INDIVIDUALS:

HOMEOWNERS INSURANCE. SECTION TWO - LIABILITY: \$100,000.00 LIMIT OF LIABILITY. POLICY SHALL NOT EXCLUDE THE OFF-PREMISES ACTIVITIES OF THE INSURED.

12. ANY QUESTIONS REGARDING INTERPRETATION OF THIS POLICY SHALL BE REFERRED TO THE VILLAGE BOARD OF TRUSTEES AT THEIR NEXT REGULARLY SCHEDULED MEETING. IN THE EVENT THAT THE RESERVATION DATE REQUESTED WILL BE PRIOR TO SUCH REGULARLY SCHEDULED MEETING, THEN THE MAYOR, HIS OR HER DESIGNEE, OR THE VILLAGE CLERK, IN THEIR SOLE DISCRETION, SHALL HAVE THE AUTHORITY TO RESPOND TO QUESTIONS REGARDING INTERPRETATION OF THIS POLICY.