

VILLAGE OF PHOENIX
APPLICATION FOR USE OF
MEMORIAL PARK BASEBALL/SOFTBALL FIELDS

Today's Date: _____

Field(s) Requested: _____

Date(s) Requested: _____

Time: _____ to _____ ; Time: _____ to _____

INFORMATION ABOUT USE

Name of Organization or Individual: _____

Person (Authorized) in charge: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____ (Cell) _____

INTENDED USE OF MUNICIPAL FACILITIES

Purpose of Use: _____

Total Participants Expected: _____ Number of Adults: _____ Number of Children: _____

Number of Residents: _____ Number of Non-Residents: _____

Is material or equipment required from municipality? Yes _____ No _____ If yes, state what types and for what purpose: _____

AGREEMENT

The individual or organization acknowledges that irrespective of the use granted herein, Village has the absolute right of control over the ball fields, access thereto and the use thereof. If, in the discretion of Village, any proposed use or the date or time thereof will (i) unduly interfere with the other uses then being intended or made of the facilities (even if scheduled after the time of this permit); (ii) be a peril to the health, safety or welfare of persons or property; (iii) unduly overload or tax support facilities in or near Memorial Park by reason of an insufficiency thereof (for example, parking, rest rooms, access, etc.); (iv) be in any way illegal or in violation of applicable law or the rights of other individuals and/or organizations; then Village may prohibit, condition or restrict any such use, or day or time of use hereunder: (vi) such use in any event shall be secondary to that of any other organization already subject to a similar permit or agreement with an Effective Date of the same or prior to the date hereof with Village and to the extent such use(s) granted hereunder may conflict with such prior permit or agreement as to the Facilities, or parts thereof, or the scheduled times of such use.

The undersigned is an authorized representative of the individual or organization named herein, and is over 21 years of age and has read this form and attached regulations (Facility Use Requirements) and agrees to comply with them and to ensure the compliance of its organization, guests, invitees, vendors and contractors. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of such individual(s)/organization(s) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Phoenix from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, arising out of or in connection with the actual or proposed use or occupancy of the Village of Phoenix's property, facilities and/or services by such individual(s)/organization(s); and to cause all participants to execute like agreements in favor of Village prior to any use hereunder.

[ORGANIZATION(S)/INDIVIDUAL(S)]

By: _____

Name: _____

Title: _____

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:
VILLAGE OF PHOENIX
455 Main Street
Phoenix, New York 13135

Approved: Village of Phoenix

By: _____ Date: _____

FACILITY USE REQUIREMENTS

The use of all Village facilities shall be subject to the approval and following requirements of the Village of Phoenix:

1. Organizations wishing to use municipal facilities shall apply to the Village of Phoenix on the prescribed form.
2. In the event of inclement weather, the Village has the final authority on whether facilities are usable.
3. Alcohol use is NOT permitted.
4. Smoking is NOT permitted.
5. Any posted rules must be adhered to.
6. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition can be ejected from the premises.
7. Any damage shall be promptly repaired at the applicant's expense. Applicant is financially responsible for any damage.
8. Organizations and Persons using the facilities must clean-up afterwards.
9. Permits may be revoked at any time and for any or no reason.
10. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
11. The emergency telephone number for Police is: _____; Fire _____. The appropriate authority must be contacted in the event of an emergency.
14. Users must provide the following insurance prior to using facilities [**FAILURE TO DO SO PRIOR TO USE CAN RESULT IN REVOCATION OF YOUR PERMIT**]:*
 - A. The user hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the user's policy.
 - B. The policy naming the municipality as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - contain a 30 day prior written notice of cancellation, material modification or termination;
 - state that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers; and
 - additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
 - C. The user hereby agrees to indemnify the municipality for any applicable deductibles.
 - D. Enclose a copy of the endorsement providing additional insured status.
 - E. Required Insurance:
 - **Organizations:** Commercial General Liability Insurance - \$1,000,000 per occurrence/ \$1,000,000 aggregate. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of this permit and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with an unconditional certificate of insurance or endorsement, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or endorsement or the absence of it shall not be deemed a waiver of any and all rights held by the municipality.

The coverages must include contractual liability coverage for the indemnification provision hereunder.

 - **Individuals:** Homeowners Insurance - Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.
15. In the event of an accident, please notify the police on duty, or call the Village office's the next morning.

* The insurance requirements for individuals and organizations are absolute and may only be waived or modified, in the discretion of the Village Board, where the use is for a legitimate public purpose by a not-for-profit organization.

Initials: _____ Date: _____