



**VILLAGE OF PHOENIX**  
**455 Main Street**  
**Phoenix, NY 13135**

**Application for Use of  
Village Facilities**

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Field(s) Requested: \_\_\_\_\_ Time: \_\_\_\_\_ To: \_\_\_\_\_ Time: \_\_\_\_\_ To: \_\_\_\_\_

**INFORMATION ABOUT USE**

Name of Organization or Individual: \_\_\_\_\_

Person (Authorized) in charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street City/Town/Village State ZIP

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 ye, state what types and for what purpose: \_\_\_\_\_

Is an admission fee charged?  Yes  No

If yes, what will proceeds be used for? \_\_\_\_\_

NOTE: AS DETERMINED BY THE VILLAGE BOARD BASED UPON THE NATURE OF THE EVENT FOR WHICH THE PROPOSED PERMIT IS APPLIED FOR, THE REQUIREMENTS AND CONDITIONS ON THE REVERSE SIDE HEREOF MAY BE FURTHER SUPPLEMENTED AND MODIFIED BY RIDERS #1 AND #2, AND IF SO REQUIRED, THIS PERMIT APPLICATION FORM, AS SO MODIFIED AND SUPPLEMENTED, SHALL COMPRISE THE PERMIT GRANTED BY THE VILLAGE AND SHALL INCLUDE ALL SUCH PROVISIONS STATED THEREIN. IN THE EVENT OF CONFLICT IN INTERPRETATION, THE PROVISIONS AND/OR INTERPRETATION THEREOF MOST PROTECTIVE OF AND FAVORABLE TO VILLAGE SHALL CONTROL.

**AGREEMENT**

The undersigned is an authorized representative of the individual or organization named herein, and is over 21 years of age and read this form and attached regulations (Facility Use Requirements) and agrees to comply with then 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 attorney 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).

\_\_\_\_\_  
(ORGANIZATION(S)/INDIVIDUAL(S))

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:**

VILLAGE OF PHOENIX  
455 Main Street  
Phoenix, NY 13135

Approved: Village of Phoenix

By \_\_\_\_\_ Date: \_\_\_\_\_

Resolution Date: \_\_\_\_\_

(Attach Copy of Resolution)



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**FACILITY USE REQUIREMENT**

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. The Village Board has final authority on approval.
2. In the event of inclement weather, the Mayor or his designee has the final authority on whether facilities are usable.
3. Alcohol use is allowed only by special permission.\* Alcohol is not permitted in glass bottles, kegs or barrels. A separate fee of \$\_\_\_\_\_ is required for permission from alcoholic beverages to be served.
4. Smoking is NOT permitted.
5. Standing and/or sitting on tables is not permitted.
6. Cooking is not permitted, but reheating of prepared food is permitted.
7. All posted rules must be adhered to.
8. 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.
9. Any damage to municipal facilities shall be promptly repaired at the user's expense. User is financially responsible for any damage to a municipal building. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
10. Organizations and Persons using the facilities must clean-up afterwards.
11. Permits may be revoked at any time and for any or no reason.
12. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
13. The fee for use is \$\_\_\_\_\_, payable before use begins.\*\*
14. The emergency telephone number for Police is: \_\_\_\_\_; Fire: \_\_\_\_\_. The appropriate authority must be contacted in the event of an emergency.
15. 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/ \$2,000,000 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 endorsements, 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 coverage 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.
16. In the event of an accident, please notify the police on duty, or call the Village office's the next morning.

\*Use of Alcohol in Village facilities is solely in the discretion of the Village. In any event, the insurance provisions required hereunder shall include, in such event of alcohol use, coverage for any liabilities arising out of the service, use or misuse of alcohol.

\*\*The fee for use shall be as determined by the Village Board based on the fair value of the occupancy and use of the premises. This is a constitutional requirement and is not subject to waiver but under certain narrow circumstances may be modified to reflect the non-for-profit or public purpose of the proposed use. In any event, the fee may also include a security deposit component as well as cost of clean-up, utilities and the like.

\*\*\*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: \_\_\_\_\_