

FACILITIES USE AGREEMENT RULES AND REGULATIONS

1. Authorized facilities will be used solely for the purpose specified in approved application and permit for use of facilities
2. The following activities are not allowed:
 - A: Illegal drug use
 - B. Use of Alcohol
 - C. Use of profanity
 - D. Excessive or Inappropriately amplified noise or music
 - E. Any Illegal activity
 - F. No dogs allowed (except for guide and service dogs—proof required)
 - G. No contact sports of any kind (ex: football, dodgeball, etc.)
 - H. No outside fundraising events of any kind
- 3 All facilities are subject to charges for use (except restrooms) Clean –up charges indicated at the time of rental are subject to adjustment if actual costs exceed the security deposit charged
- 4 To reserve the Pavilion date and time, the contract and rental agreement must be completed with the security deposit and rental fee PAID IN FULL. Security deposit is refundable following the event less any additional cleaning fees and/or damages (see fee schedule for deposit rates)
- 5 In the event of a cancellation:
 - If canceled more than 30 days prior to event—100% of fee will be returned
 - If canceled 15 to 30 days prior to event---50% of fee will be returned
 - If canceled 14 days or less prior to event NO refund will be returned
- 6 Requests that are accepted for Pavilion facilities from the general public are subject to cancellation in the event of emergency Pavilion repairs and ALL monies will be refunded or another date may be chosen if available.
- 7 ALL TABLES MUST BE RETURNED UNDER THE PAVILION AFTER EVENT
NO EXCEPTIONS***
*** If tables are not returned under the pavilion a \$5.00 charge for each table that must be moved under Pavilion will be charged to the applicant and deducted from the security deposit
- 8 PARKING: All visitors are required to park in the parking lot on the WEST side of the fire station or along the northern section of the access road on 1 SIDE only.
VISITORS MAY NOT PARK IN BLACKTOP PARKING LOT FOR ANY REASON
EXCEPT FOR HANDICAP PERSON (or persons) VALAD PARKING PERMIT
REQUIRED
ALL SCHEDULED EVENTS SHALL NOT START BEFORE 8 AM.
- 9 ALL SCHEDULED EVENTS MUST BE COMPLETED BY 9 PM.

Signature of applicant _____ Date _____

PAVILION RENTAL FEES

PAVILION * \$300.00	
KITCHEN FACILITIES * (included) (except for deep fryer and flat griddle)	
SECURITY DEPOSIT \$150.00*	*
* Additional costs due to extensive repairs due to damage and additional cleaning after scheduled event will be added if costs exceed the security deposit Signature_____ Date_____	

APPLICATION AND PERMIT FOR PAVILION USE

Persons or organization requesting facilities		Date submitted	
Complete address of applicant			
Contact person	Daytime telephone	Fax number	
Date(s) of event	Expected attendance (max 100)	Facilities needed	
Arrival time _____ Departure time _____		Kitchen	
		Covered patio	
STATEMENT OF INFORMATION AND CONDITIONS Applicant hereby agrees to and has signed the attached "Release and Waiver of Liability and Indemnity agreement"			
The undersigned, in use of the pavilion premises, hereby agrees to observe and obey all applicable laws of this state and the rules and regulations of the facility and use agreement CONFIRMATION COPY WILL BE RETURNED TO YOU UPON APPROVAL			
Signature of applicant _____		Date _____	
Print name of applicant _____		Date _____	
To be completed by pavilion committee			
Facility use fee \$ _____		Approved by _____ date _____	
Post event clean-up			
Amount to be refunded\$ _____		Signed _____ date _____	
Explanation(if any)			

**NEW HACKENSACK FIRE DISTRICT
NEW HACKENSACK FIRE COMPANY, INC.
217 Meyers Corners Road
Wappinger's Falls, NY 12590**

Please return along with the
APPLICATION FOR USE OF THE PAVILLION

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to utilize the Pavilion facilities, the undersigned, individually or as the authorized agent of the entity using the Pavilion as the cause may be, the undersigned's officers, members, employees, guests and (hereinafter referred to as the "Releasors") hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering will inspect such premises' and facilities. It is further warranted that use of any facilities or equipment by the Releasors constitutes an acknowledgment that the Pavilion and all facilities or equipment thereon have been inspected and that the Releasors finds and accepts same as being safe and reasonably suited for the purpose of Releasor's use

In further consideration of being permitted to utilize the Pavilion, Releasors hereby agree as follows:
The Releasors hereby waive, release, discharge and covenants not to sue the New Hackensack Fire District and/or the New Hackensack Fire Company, Inc., or any of the officers, members, employees, or authorized volunteers(herein referred to the "Releasees") for all liability to the Releasors for any loss of damage, and any claim or demands therefore on account of injury to the person or property or resulting death whether caused by the negligence of the Releasees or otherwise, while the Releasors are in, or about the Pavilion or any facilities or equipment thereon

The Releasors further hereby agree to defend, indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damages or cost Releasees may incur due to the presence of the Releasore in, upon or about the Pavilion or using the facilities or equipment of the Releasees, whether caused by the negligence of the Releasses or otherwise.

The Releaseors hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in, about or upon the pavilion and/or while using the Pavilion or any facilities or equipment thereon.

The Releasors further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held void, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Releasors have read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read this document.

I have the authority to sign this document as agent of the entity using the Pavilion release.

Name of organization

Signature

Date