

VILLAGE OF WAPPINGERS FALLS, NEW YORK

RECREATION & PARKS DEPARTMENT — FACILITY USE / PERMIT AGREEMENT (PERMIT)

Applications for reservations to use Village of Wappingers Falls facilities must be made thirty (30) days in advance of the event. Payment in full, including security deposit, must be made at the time the application is submitted. Applications must be submitted to the Village Clerk at Village Hall, 2582 South Avenue, Wappingers Falls, New York 12590.

The use of all Village facilities shall be subject to the approval of the Village Board. Village facilities may be unavailable for use if such facilities are in use for Village purposes. The Village reserves exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the Village's programs.

This permit grants a short-term, nonexclusive, revocable license to use a Village recreation facility for the stated date and time of the event only. It creates no possessory interest in the property, and the Village retains the right of entry and control at all times. It is not a lease and is not intended for long-term, exclusive, or seasonal concession use.

Permit No.: _____ Date Received: _____

1. Applicant (Permittee)

Name of applicant (must be 21 or older)	
Organization (if applicable)	
Address	
City/State/Zip	
Phone	
Email	
Resident of Village of Wappingers Falls ☐ Yes ☐ No	

The undersigned certifies that he or she is duly authorized to act on behalf of the organization named above (if any).

2. Facility and Event Details

Facility/area requested	
Location/park name	
Date(s) of use	
Set-up time	
Event start/end time	
Break-down time	
Estimated attendance	
Type of event	

Exclusive use requested?	☐ Yes ☐ No
Open to the public?	☐ Yes ☐ No
Fee charged to attendees?	☐ Yes ☐ No
Alcohol to be served/sold?	☐ Yes ☐ No (if yes, see ¶6)

3. Fees (for office use — see current fee schedule)

Item	Amount
Permit/facility use fee (☐ resident ☐ non-resident)	\$
Security/damage deposit (refundable)	\$
Custodial/attendance fee (if required)	\$
Additional services (lights, kitchen, inflatables, etc.)	\$
Total due at application	\$

Make checks payable to: Village of Wappingers Falls. Fees are due in full at the time of application. The security deposit will be returned after the event, less any amounts withheld for damage, cleaning, or unpaid charges.

4. Terms and Conditions

A. Permit required; revocable. A signed, approved application must be carried on the premises by the Permittee during the event. The Village may revoke this permit at any time and may require any group not in possession of an approved permit to leave the premises.

B. Condition of premises. The facility is provided "as is." The Permittee must report any unsafe conditions immediately and must leave the facility and surrounding grounds in clean, orderly condition, with trash placed in proper containers and tables/equipment returned to their original positions.

C. Damages. The Permittee is responsible for all damage to Village property occurring in connection with the event (including set-up and break-down) and will be billed for repairs/cleanup beyond the deposit.

D. Supervision; conduct. The Permittee must provide sufficient competent adult supervision at all times, is responsible for the conduct of all attendees and must vacate the premises promptly at the time stated.

E. Use limited. Only the area(s), date(s), and time(s) stated on this permit are authorized. The permit may not be assigned, sublet, or transferred.

F. Village priority; multiple uses. Village-sponsored activities take precedence. Unless exclusive use is granted, the Village may schedule concurrent uses without compensation.

G. Compliance with law. The Permittee must comply with all applicable laws, ordinances, Village policies, and the posted rules and regulations of the facility, including all health department requirements (e.g., a permit from the Dutchess County Department of Health is required for service of food to the public, whether or not a charge is made).

H. Park Rules and decorum. All persons are expected to follow all Park Rules and the terms and conditions set forth herein. All persons are expected to conduct themselves in a decent and respectable manner. Loud offensive or vulgar language or behavior is not permitted. A permit does not mean the park is closed to the general public; courtesy to other groups is expected.

I. Animals, fires, decorations. No animals (except service animals), fireworks, open fires, or cooking under pavilions unless in designated receptacles. Confetti, glitter, balloons and streamers must be cleaned up by the Permittee.

J. Cancellations/refunds. Refunds will be granted for cancellations received 48 hours before the day of the event; cancellations made on or after this date are non-refundable.

5. Insurance Requirements

The Permittee shall furnish to the Village of Wappingers Falls, no later than [10] business days before the event, a Certificate of Insurance evidencing:

- Commercial General Liability with limits of not less than \$1,000,000 per occurrence(\$2,000,000 aggregate for events involving alcohol, inflatables, pony rides, or large public gatherings);
- naming the "Village of Wappingers Falls, its officers, officials, employees, and volunteers" as Additional Insured on a primary and non-contributory basis with a waiver of subrogation with respect to the event;
- coverage effective on the date(s) of use, including set-up and break-down; and
- issued by a company authorized to do business in New York (A.M. Best rated A- VII or better).

The Permittee is responsible for obtaining any special event, alcohol (liquor liability), or vendor insurance. No insurance, no use.

Failure to provide and maintain a proper Certificate of Insurance as set forth herein will result in an immediate cancellation and revocation of this permit. Any cancellation or termination of insurance, vendor insurance or special event insurance, within 48 hours of the event, will result in a non-refundable cancellation under paragraph 4(J) above.

6. Alcohol Policy (include only if permitted by local law; otherwise delete)

Alcohol is prohibited on Village property unless expressly authorized by this permit. If alcohol is permitted, the Permittee must: (a) obtain necessary permit from New York State Liquor Authority ("SLA") i.e. a one-day alcohol event permit; (b) obtain liquor-liability insurance with limits of not less than \$1,000,000, naming the Village as additional insured; (c) comply with all New York Alcoholic Beverage Control Law requirements; and (d) ensure no service to minors or visibly intoxicated persons.

7. Indemnification and Hold Harmless

To the fullest extent permitted by law, the Permittee agrees to indemnify, defend, and hold harmless the Village of Wappingers Falls, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) for personal injury, death, or property damage arising out of or relating to the Permittee's use of the facility under this permit, to the extent caused by the acts, omissions, or negligence of the Permittee, its officers, employees, agents, contractors, invitees, or guests. This indemnification does not apply to liability caused by the sole negligence or willful misconduct of the Village.

8. Release / Assumption of Risk

The Permittee acknowledges that recreational activities involve inherent risks, and, on behalf of the Permittee and its guests, assumes all risk of injury, loss, or damage to person or property occurring in connection with use of the facility for the type of event described herein, except to the extent caused by the Village's negligence.

9. Authority; Entire Agreement

This permit constitutes the entire agreement between the parties, may be modified only in writing signed by both parties, and is governed by the laws of the State of New York. If any provision is held invalid, the remainder continues in full force.

Permittee Acknowledgment and Signature

By signing below, the Permittee states that he or she has read, understands, and agrees to all terms, conditions, rules, and fees stated above and on any attached schedule.

Signature of Permittee	
Printed name	
Title (if organization)	
Date	

For Office Use Only

Application approved by	
Date approved	
Permit issued	☐
Certificate of Insurance received	☐ Yes ☐ No ☐ N/A
Fees paid (amount/method)	\$_____ / _____
Copy to: Police/DPW/Park attendant	☐

VILLAGE OF WAPPINGERS FALLS RECREATION & PARKS FACILITY USE FEE SCHEDULE

[illegible]