

**CONTRACT FOR USE OF
VILLAGE FACILITIES**

This agreement made between the VILLAGE OF LOWVILLE, a municipal corporation with offices at 5535 Bostwick St., Lowville, New York 13367 (hereinafter "Village") and _____ of _____ NY (hereinafter "User").

RECITALS

1. The Village of Lowville maintains certain facilities for use by the Village for public functions as well as for use by the public.
2. User wishes to use the Village Park facility of the Village on _____. For the purpose of _____

3. Village is willing to allow use of such facility by User subject to certain terms and conditions.
4. The parties wish to set forth their understanding relative to the same.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed,

1. User shall be allowed to use the Village Park facility of the Village on _____ from _____ to _____.
2. User agrees to be solely responsible for the preservation of order during the time of its use of such facility.
3. User agrees that glass containers are not allowed.
4. No alcoholic beverages shall be allowed at the facility unless specifically approved in writing by the Village Board upon proving the User has received prior approval from the New York State Alcohol and Beverage Control Board.
5. No smoking is allowed, as the Village Park facility is to be a smoke-free environment.
6. User affirmatively states that use of the premises are for personal reasons and not for any business or corporate gain.
7. User agrees not to charge any admission fees to others attending the facility during the date and times set forth above.
8. Upon use of electricity from the Village bandstand, user shall pay a \$25 non-refundable deposit.

8. User agrees to leave the facility in the same condition as when user first took occupancy and shall be fully responsible for all cleaning and trash removal for any trash generated during User's use of the facility. In the event of damage or loss of property traceable to activities conducted under this permit, the organization or individual to whom the permit is granted is required to pay in full the amount of such damage or loss or both.
9. **Upon request from the Village**, the user shall provide a Certificate of Insurance stating liability coverage. If so requested, Certificate of Insurance must be received two weeks before event or permission to hold event shall be rescinded.
10. User agrees to indemnify and hold the Village harmless from any and all Liability of any nature whatsoever including, but not limited to personal injury and property damage caused as a result of User's use of the facility. This shall include, but not be limited to reimbursement of the Village for any attorney's fees or other Court costs and expenses which may be incurred by the Village as a result of defending any claims made.
11. This agreement represents the entire agreement of the parties and may not be modified except in writing, duly signed and acknowledged by the parties.
12. This agreement shall be interpreted by and in accordance with the laws of the State of New York.

VILLAGE OF LOWVILLE

by: Wendy Snowden Clerk/Treasurer

USER

by: