

Town of Mount Pleasant Recreation & Parks Department  
1 Town Hall Plaza  
Valhalla, NY 10595  
914-742-2310  
Fax: 914-769-1070

# **LEGION HALL**

## **THORNWOOD, NY**

### ***RENTAL APPLICATION***

This application is for the use of the Legion Hall Building located at 52 Garrigan Avenue, Thornwood, NY.

**Permits are issued from November 1<sup>st</sup> through March 31<sup>st</sup> and on a first come, first served basis.**

Use of this facility is limited to residents of, and organizations and businesses located in the Town of Mt. Pleasant, the Villages of Pleasantville, Sleepy Hollow and Briarcliff Manor. Please review all the listed conditions for issuance of a permit before filing the application. The applicant is responsible for knowledge of and enforcement of the policies listed. The applicant will be responsible to pay any costs incurred in repairing damage caused by the renters and cleaning up after the event.

To apply, return this application to the Recreation Department office, 1 Town Hall Plaza, Valhalla, NY 10595 with the necessary deposit, permit fee, insurance and, if desired, an alcohol permit.

The application and fees are required to hold the date. A Certificate of Liability Insurance must be submitted at least fourteen (14) days prior to the date of the event. The deposit will be returned by mail after the event, provided the facility was not damaged and was left clean.

#### **Legion Hall Rental Includes**

- Upstairs Multipurpose Room
- Downstairs Room w/ Kitchen and Fridge/Freezer
- Refirgerator/Freezer
- Restrooms
- Outdoor Gas Grill (utensils not supplied)
- Bocce Court (Bocce balls not supplied)

## ***RENTAL CONDITIONS***

### **Permit Fee:**

**\$100 per hour or \$375 for a 6-hour party block**

**(Setup and cleanup time included in the 6 hour block)**

*20% additional fee for Village residents and non-residents only*

**\$100 Deposit**

An attendant will be included in the 6-hour party block option to **assist** in the set up & break down of tables and chairs for events. Renters are still responsible to clean up after themselves including discarding their trash into the dumpster and removing all their belongings after their event.

1. The permit is valid for the Legion Hall only on the dates and times approved.
2. You may request rental time between 9:00 a.m. to 11:00 p.m. as available. Use of the Legion Hall is not permitted after 11:00pm.
3. The permit holder is responsible for the cost of any cleanup or repair necessitated by the renter.
4. Responsible adult supervision is required for youth groups under 18 years of age.
5. Parks are open to the public at all times. The permit grants exclusive use to the Legion Hall building and bocce court only, not the Water District Field.
6. Parking is limited to paved areas. There are a limited number of spots reserved for the Legion Hall. If the parking lot is full, renters may have to find alternative parking.
7. Insurance requirements:
  - Family groups of any size must provide a certificate of insurance with the Town of Mt. Pleasant named as additional insured showing \$500,000 liability and bodily injury insurance and \$100,000 property damage insurance and must sign the waiver on the application. The Defense/Indemnification and Hold Harmless Agreement must be filled out and notarized prior to the event. This document is provided in this packet.
  - Organizations and businesses must provide a certificate of insurance showing \$1,000,000 liability and bodily injury and \$100,000 property damage insurance with the Town of Mt. Pleasant named as additional insured and including the following statement, "The insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance." The Defense/Indemnification and Hold Harmless Agreement must be filled out and notarized prior to the event. This document is provided in this packet.
  - In addition to A and B above, all families, organizations and businesses that have liquor served by a caterer must provide a certificate of insurance from the caterer showing liquor law liability insurance and listing the Town as named insured and

including the clause listed above in 7B.

**The COVID 19 Waiver must be filled out. All CDC guidelines must be followed when in effect.**

8. The Town of Mt. Pleasant Recreation and Parks Department reserves the right to cancel any rental, with a refund of all fees paid, if questions arise regarding the validity of the intended use or if the Town requires use of the facility.
9. **Keys** for Legion Hall are located in a lock box outside of the building. You will be given a code prior to your event date. ***There will be a fee for any keys lost or not returned to the lock box.*** An attendant will open, close and lock the building for the 6-hour party block option.
10. All renters are responsible for cleanup which includes:
  - a) leaving the facility in a clean and orderly condition;
  - b) removal of all litter and trash from Legion Hall. Garbage should be placed in the dumpster if there is room, otherwise it must be removed from the site.
  - c) all furniture must be returned to its original location.
  - d) floors swept, all appliances and lights are turned off.
11. Alcoholic beverages are permitted in Town facilities only with an alcohol permit. A permit application is attached. It should be returned to the Recreation and Parks Department with your Permit Application.
12. You will be responsible for any equipment you may need. A gas grill is on premise for your use. No grilling utensils are provided.
13. Legion Hall is to be properly secured when leaving.
14. Cancellation Policy  
Events cancelled 30 days prior to the event will receive a full refund. Events cancelled between 15 and 30 days prior to the event will receive a 50% refund. Events cancelled less than 15 days prior to the event will receive no refund.
15. The maximum occupancy of the interior of Legion Hall is **100 persons**.
16. Smoking is prohibited inside Legion Hall.
17. **Requirements for Unusual Equipment to be Used**  
A Certificate of Insurance from the Company must be supplied to the Recreation Department at least (14) fourteen days prior to event.
18. The use of helium balloons, smoke machines, glow sticks (or other liquid filled glow devices) are prohibited.

**Mt. Pleasant Recreation & Parks Department**  
**APPLICATION FOR LEGION HALL RENTAL**

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

If Organization - Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Activity Date \_\_\_\_\_ Time - From: \_\_\_\_\_ To: \_\_\_\_\_

Number of persons expected: \_\_\_\_\_

Purpose of use (birthday, graduation, family reunion) \_\_\_\_\_

Will alcoholic beverages be served: Yes \_\_\_\_\_ No \_\_\_\_\_

State nature of any unusual equipment you plan to bring to the area; such as tents, trailers, portable play structures, etc.

\_\_\_\_\_

The undersigned applicant having read the permit conditions by the Mt. Pleasant Recreation & Parks Department, agrees to comply with the same in every respect and certifies that the character of the program conforms with the regulations, will inspect the condition of the facilities prior to our group use and report any damage, and will provide the required insurance certificate no later than 14 days prior to the event. There will be no entrance to facilities prior to the rental time and date.

I, the undersigned, do hereby waive any and all responsibility which the Town of Mt. Pleasant may have to individuals attending the picnic at the Legion Hall on the date listed above. I, as applicant, agree to hold and save the Town of Mt. Pleasant and its officers, its agents, employees and volunteers harmless from any claim or liability which arises or may arise from the use of Legion Hall as requested.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Applicant: \_\_\_\_\_

*For Office Use:*

- ( ) Permit fee paid - amount \$ \_\_\_\_\_
- ( ) Deposit fee paid - amount \$ \_\_\_\_\_
- ( ) Required insurance certificate received
- ( ) Date recorded in reservation book
- ( ) Alcohol permit obtained
- ( ) Permit sent to registrant
- ( ) Temporary structures
- ( ) Hold Harmless Agreement
- ( ) COVID-19 Waiver

- \_\_\_\_\_ (Name of Organization)
- ( ) Application approved
  - ( ) Application denied
  - ( ) Application approved with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Recreation & Parks

*This form must be approved by the Town Clerk*

# ALCOHOL PERMIT

For Town owned facility: **LEGION HALL**

Organization requesting permit: \_\_\_\_\_

Address of Organization/Individual: \_\_\_\_\_

Reason for request: \_\_\_\_\_

Date of Use: \_\_\_\_\_ Time of Use: \_\_\_\_\_

Resident requesting permit: Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

The undersigned as \_\_\_\_\_ of the above named organization hereby, on the part of that organization, releases the Town of Mt. Pleasant, its Town Board, employees and volunteers of any liability whatsoever in connection with any damages and/or injuries that any participant of the above organization may sustain as a result of his/her participation in that event.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Approved by: \_\_\_\_\_  
(Town Clerk)

Issued Date: \_\_\_\_\_

cc: Recreation & Parks Department

**TO BE POSTED**

**FACILITY RENTAL PERMIT**  
**PLEASE POST PERMIT DURING THE EVENT**

Name of Facility: **LEGION HALL** Date: \_\_\_\_\_ Times - From: \_\_\_\_\_ To: \_\_\_\_\_

Individual or Group to whom permit is issued: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_ Size of Group: \_\_\_\_\_

This permit is issued based on the following conditions:

1. The permit is issued only for the facilities and times listed.
2. The remainder of the park remains open for public use.
3. No alcoholic beverages are permitted without an approved Alcohol Permit.
4. At the conclusion of your event you are expected to leave the building and bocce area clean and ready for the next use. All garbage is to be removed. If space is available, garbage can be placed in the dumpster on the site. If the dumpster is full, all garbage must be removed from the site.
5. All furniture must be returned to its original location.
6. No smoking is permitted inside the Legion Hall
7. Parking is permitted in designated parking areas only. There are a limited number of spots reserved for the Legion Hall. If the parking lot is full, renters may have to find alternative parking.
8. **The maximum occupancy of Legion Hall is 100 people.**
11. The Town reserves the right to alter permit times if needed to accommodate Town programs.
12. Special conditions as listed below:

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Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**DEFENSE/INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor and/or Licensee agrees to protect, defend, indemnify and hold the Town of Mount Pleasant (the "Town"), their officers, agents and employees free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.

The Contractor and/or Licensee shall provide the Town of Mt. Pleasant with a Certificate of Insurance and an Endorsement Page of the Insurance Policy providing the necessary and required insurance naming the Town of Mt. Pleasant as an additional insured on all such necessary policies.

This Agreement embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by the parties hereto.

This Agreement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement.

This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signature Page to Follow]

\_\_\_\_\_  
Company Name:  
Signatory Name:  
Title:

\_\_\_\_\_  
Notary Public Date

TOWN OF MT.PLEASANT

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

\_\_\_\_\_  
Notary Public Date





# Legion Hall Floor Plan

Please indicate how you would like the room set up by drawing on the floor plan below.

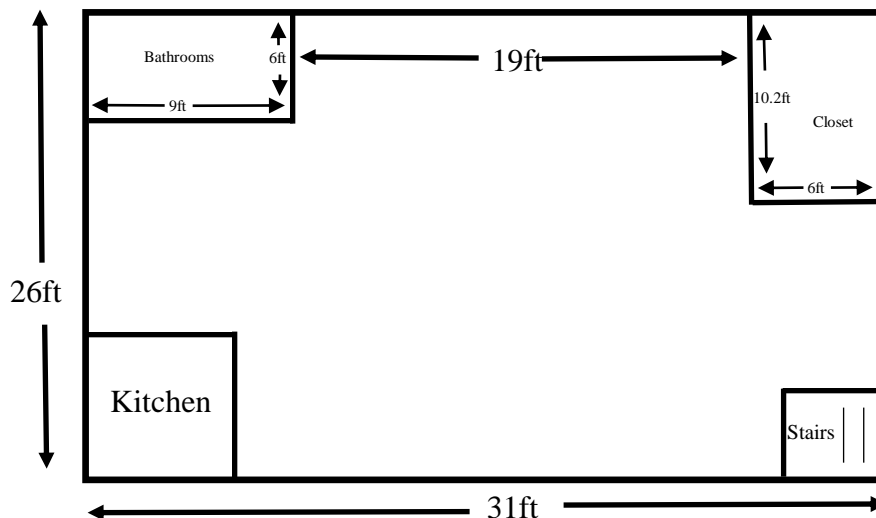
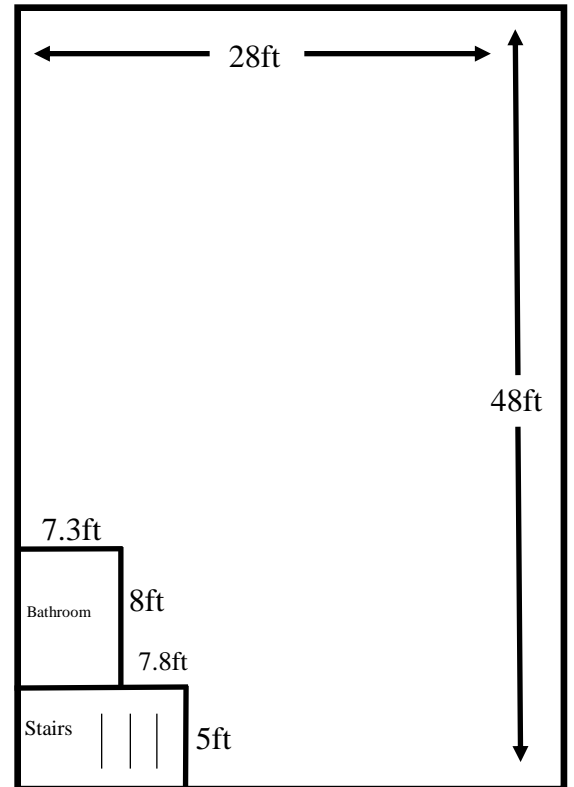
## Available tables/chairs

5 Round Tables

11 Rectangular Tables

115 Chairs

## Upper Level



## Lower Level