

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

**PERMIT APPLICATION FOR USE OF
 THE MOUNT PLEASANT COMMUNITY CENTER
 125 LOZZA DRIVE, VALHALLA, NY 10595
 REVISED JANUARY 2022
BE SURE TO READ THE PERMIT CONDITIONS LISTED BELOW**

1. The use of the Mt. Pleasant Community Center is restricted to residents, organizations and businesses located in the Town of Mt. Pleasant outside the Villages of Pleasantville, Sleepy Hollow and Briarcliff Manor. Use is not for private enterprise and is limited to the rooms specified in the permit.
2. Permits are issued on a first-come, first-served basis and may be applied for by a responsible adult. Permits are available at the Mt. Pleasant Recreation and Parks Department Office, 1 Town Hall Plaza, Valhalla, NY 10595
3. A permit fee and security deposit fee are required for the use of the Mt. Pleasant Community Center and are due at the time the reservation is made. A schedule of permit fees is found below. As of November 2001 movable partitions were installed in the Community room making it possible to rent only a portion of the room.

<u>Room or Space</u>	<u>Youth Group</u>	<u>Community Service Function</u>	<u>Others</u>
Recreation Room	\$40/hr.	\$40/hr.	\$65/hr.
Community Room ABC	\$55/hr.	\$65/hr.	\$135/hr.
Community Room A, B or C	\$40/hr.	\$40/hr.	\$65/hr.
Kitchen	-0-	-0-	\$15/hr. with rec. room or Community Room A, B or C <u>FREE with rental of ENTIRE CABC</u>
Setup & Cleanup	\$40/hr.	\$40/hr.	\$40/hr.

The security deposit required is equal to the permit fee or \$175.00, which ever is greater.

Permit fees are refundable on the following basis:

- | | |
|--------------------------|-----------------|
| 4 weeks notice | 100% refundable |
| 2 to 4 weeks notice | 75% refundable |
| Less than 2 weeks notice | 50% refundable |

For last minute cancellations not during office hours please call 914-769-0155 at the Mt. Pleasant Community Center to notify staff.

4. Groups using the Mt. Pleasant Community Center are responsible for their own set-up, room supervision, clean-up and break-down and for leaving the facility clean and orderly. The building supervisor will provide access to the necessary equipment, but is not responsible for cleanup or garbage removal. Please include time for setup and cleanup in the requested time for facility use. An additional charge will be assessed for any time used before or after the times indicated on the Permit. For last minute cancellations not during office hours please call 914-769-0155 at the Mt. Pleasant Community Center to notify staff.

PERMIT CONDITIONS CONTINUED

5. The permit holder is expected to mop and clean the center after use. This includes removal of garbage bags. All garbage is to be placed in the dumpster in the back of The Community Center.
6. Any arrangements for cleaning the Community Center after an event must be made through the Recreation and Parks Department Office.
7. Members of the Community Center staff are not allowed to accept tips or direct payment. Acceptance of monies from building users may lead to disciplinary action against the employee.
8. **NO helium balloons** are to be used for decoration. The balloon strings wrap around sprinkler heads when released.
9. **NO smoke machines are permitted** - our fire alarm system is very sensitive.
10. **NO glow sticks or other liquid filled glow devices are permitted.** When broken the material in the glow sticks stain the floors.
11. All groups using the Mt. Pleasant Community Center are expected to act in an orderly manner and are responsible to pay for the repair of any damages caused during their use.
12. The Recreation and Parks Department reserves the right to revoke any permit at any time.
13. **It is illegal and unsafe to exceed the posted occupancy limits. No entry prior to rental date.**
14. Groups using the Mt. Pleasant Community Center must make the following announcement at the beginning of the event:
“In event of fire you will be notified by an audible and visible alarm and should proceed immediately to the nearest fire exit. Fire exits can be found in the following locations:”
(Describes and point to locations).
15. Smoking is prohibited in the Mt. Pleasant Community Center.
16. Alcoholic beverages are not permitted unless an alcoholic beverage permit is obtained at the Town Clerk’s Office, the insurance specified in Item #18 is provided and approval has been granted by the Recreation and Parks Department.
17. Groups using the kitchen are responsible to leave the kitchen and all equipment clean when finished.
18. **Insurance Requirements:**
 - A. 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.
 - B. 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.

C.

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 liability insurance, listing the Town as additional insured and including the clause listed above in 18B.

19. Requirements of Unusual Equipment to be Used (Air Castles, Play Equipment, etc.)

Certificate of Insurance from the Company must be supplied to the Recreation Department at least (14) fourteen days prior to event. Company to supply protection to floor and any generator that may be needed.

20. All families, organizations and businesses must fill out the attached Hold Harmless Agreement and have it notarized prior to the renting a Town facility and a COVID WAIVER.

COMMUNITY CENTER SUPERVISOR RESPONSIBILITIES

A Community Center supervisor is required during all events held in the Mt. Pleasant Community Center. The supervisor will:

1. Allow access to areas to be used at time indicated on permit.
2. Supervise and protect the building during all uses.
3. Provide access to equipment for individuals and groups setting up and cleaning up after events.
4. Be available to provide light maintenance services (picking up litter, emptying trash, etc.) during the event and to provide basic supervision

The supervisor will not:

1. Allow access to the building or designated rooms prior to the initial time on the permit.
2. **Provide cleaning services after the event.**
3. Accept tips or direct payment from building users. To accept these payments would be a violation of the Town Code of Ethics and could result in disciplinary action against the employee.
4. Change any conditions on the approved Mt. Pleasant Community Center Permit form.
5. Remove all garbage and place in the dumpster.

MT. PLEASANT COMMUNITY CENTER - FACILITY USE REQUEST FORM

Proposed event: _____ Date Requested: _____ # of Persons Attending _____

(party, school function, dinner, dance, etc.)

Individual or Organization Requesting Use: _____

Address: _____

Contact person: _____ Phone # _____

State Any Unusual equipment you plan to use: _____

Times Requested

This request should include all times needed for the actual event, setup and cleanup. A discounted rate for setup and cleanup is available for a maximum of two (2) hours before and one (1) hour after the event (if schedule permits).

Room	Setup time	Event time	Cleanup time
Community Room ABC			
Community Room A			
Community Room B			
Community Room C			
Recreation Room			
Kitchen			

Insurance: All individuals and groups using the Community Center must provide proof of insurance as outlined in the Permit Conditions.

* For last minute cancellations not during office hours please call 914-769-0155 at the Mt. Pleasant Community Center to notify staff.

AGREEMENT OF RESPONSIBILITY

The undersigned, having read the Permit Conditions established by the Mt. Pleasant Recreation and Parks Commission agrees to comply with those conditions in every respect. The undersigned does hereby waive any and all responsibility which the Town of Mt. Pleasant may have to individuals attending the above mentioned event while said individuals are using the Mt. Pleasant Community Center and I, on behalf of myself and the above mentioned individuals hereby agree to hold and save the Town of Mt. Pleasant and its officers, agents, employees and volunteers harmless from any claim or liability which arises or may arise from the use of the Mt. Pleasant Community Center on the dates requested above.

Signature _____ Date _____

Printed Name _____

FEE CALCULATION

Setup hrs.		x \$40		() COVID 19 WAIVER SIGNED
Community Rm Activity hrs.	A	x \$		() Permit fee pd. amount: () CASH () CHECK () CREDIT CARD () Deposit pd. amount: (CHECK #)
	B			
	C			
Rec. Rm Activity hrs.		X\$65		() Received Insurance Certificate () Hold Harmless Agreement NOTARIZED
Kitchen hrs.		X\$15		() Date Recorded in Community Center book
Cleanup hrs.		X\$40		() Alcoholic Beverage Permit Obtained () Alcoholic Beverage Permit Approved by T.C.
Misc.		x\$		() Permit sent to registrant
TOTAL				

Approved by _____ Date _____

ALCOHOLIC BEVERAGE PERMIT

For Town owned facility: **MT. PLEASANT COMMUNITY CENTER**

Resident Organization requesting permit: _____

Address of Organization/Individual: _____

OR

Resident requesting permit:

Name: _____

Address: _____

Telephone: _____

Reason for request: _____

Date of Use: _____

Time of Use: _____

The undersigned as _____ of the above named resident individual or organization hereby, on the part of that individual or 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)

(Witness)

(Title)

Approved by: _____
(Town Clerk)

Issued Date: _____

cc: Recreation & Parks Department

This form has to be approved by the Town Clerk

MT. PLEASANT COMMUNITY CENTER FACILITY USE PERMIT

Date of Use: _____ Nature of Event: _____ # of Persons Attending: _____

Permit Issued To: _____ Address: _____

Contact Person: _____ Phone _____

Times Approved						
Room	Setup time		Event time		Cleanup time	
Community Room ABC						
Community Room A						
Community Room B						
Community Room C						
Recreation Room						
Kitchen						

PERMIT CONDITIONS

1. Use of the Community Center is limited to the times and purposes requested and approved.
2. **Groups using the Community Center are responsible for their own setup, clean up, breakdown and for leaving all rooms used clean and orderly, unless other arrangements have been made in advance. Garbage should be removed and placed in the dumpster located out the back door. NO ENTRY PRIOR TO THE COMMUNITY CENTER RENTAL DATE.**
3. A supervisor will be present to safeguard the building and provide access to equipment and supplies necessary for setup and cleanup. They are not responsible for clean up.
4. Do not tip or make direct payments to Community Center staff. It is a violation of the Town Code of Ethics for employees to accept tips.
6. **Helium balloons, smoke machines and glow sticks or other liquid filled glow devices are prohibited in the Community Center.**
7. Alcoholic beverages are prohibited unless an alcoholic beverage permit has been issued by the Town Clerk's Office, the insurance specified is provided, and approval has been granted by the Recreation and Parks Department.
8. Smoking is prohibited within the Community Center.
9. **Do not exceed posted occupancy limits.**
10. The Town reserves the right to alter permit times if needed to accommodate Town programs.
11. All other conditions listed in the permit application booklet applies.

For last minute cancellations not during office hours please call 914-769-0155 at the Mt. Pleasant Community Center to notify staff.

12. Special conditions as listed below: _____

DATE: _____ APPROVED BY: _____

TITLE: _____

To be completed by Supervisor

Time Group Arrived: _____ Time Group Left: _____ Building Condition: _____

Comments: _____

Supervisor's Signature

COMMUNITY CENTER SUPERVISORS CHECK LIST

	<u>Items Checked</u>
General Conditions of Lobby & Entrance	_____
Rec. Room	
Floors swept	_____
Floors Mopped	_____
Garbage Cans	_____
General Condition	_____
Community Room	
Floors Swept	_____
Floors Mopped	_____
General Condition	_____
Men's Bathroom	
Floors Mopped	_____
Garbage Cans	_____
Sinks, Toilets	_____
Ladies Bathroom	
Floors Mopped	_____
Garbage Cans	_____
Sinks, Toilets	_____
Kitchen	
Stove Area	_____
Oven – inside and out	_____
Floors Mopped	_____
Sinks, Refrigerator	_____
Garbage Cans	_____
General Condition	_____

Comments:

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

COMMUNICABLE DISEASE

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I acknowledge my responsibility not to play or practice if I am exhibiting symptoms of COVID-19. If, however, I observe any symptoms during my participation or presence at a game or practice, I will remove myself from participation, and bring such to the attention of my coach or team official immediately.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE TOWN OF MT. PLEASANT**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participant's Signature

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do acknowledge my responsibility to restrict my child from play or practice if they exhibit any symptoms of COVID-19, and consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____

Parent/Guardian Signature

Date

Emergency Phone Number(s)

PRINT NAME/PARENT OR GUARDIAN: _____

SIGNATURE/PARENT OR GUARDIAN: _____

PURSUANT TO EXECUTIVE ORDER 202.7 and State and Federal Law, this Release of Liability Form may be executed by **electronic signature**, which shall be considered as an original **signature** for all purposes and shall have the same force and effect as an original **signature**.