

**VILLAGE FACILITY RESERVATION**  
Opening Closing-James Gerace 370-1505

*(Please circle the requested area)*

Conference Room A  
Whitney Room  
Fire Department Ready Room

Conference Room B  
Fire Bays

Requesting Organization: \_\_\_\_\_

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

Responsible Official: \_\_\_\_\_

Contact Number (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Dates Requested:	____/____/____	from	____ am/pm	to:	____ am/pm
	____/____/____	from	____ am/pm	to:	____ am/pm
	____/____/____	from	____ am/pm	to:	____ am/pm
	____/____/____	from	____ am/pm	to:	____ am/pm
	____/____/____	from	____ am/pm	to:	____ am/pm

Description of use:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Will tables and chairs be needed? \_\_\_\_\_ yes \_\_\_\_\_ no

How many Tables \_\_\_\_\_ Chairs \_\_\_\_\_

Requesting person signature \_\_\_\_\_ date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received a copy of Rules of Use \_\_\_\_\_ date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Fire Department Approval: \_\_\_\_\_ date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Village Board Approval: \_\_\_\_\_/\_\_\_\_/\_\_\_\_

Date of APD notification: \_\_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Opening notification: \_\_\_\_\_/\_\_\_\_/\_\_\_\_

**AGREEMENT AND NOTICE OF  
NONRESPONSIBILITY FOR USE OF THE  
VILLAGE FACILITIES**

*(Please circle the requested area)*

Dated: \_\_\_\_\_

I, \_\_\_\_\_, herein the "Booking Person", contract to use one of the following:

Village Conference Room A  
Village Conference Room B  
Village Conference Rooms A & B  
Whitney Room  
Fire Bays  
Fire Department Ready Room

at the Village Building, 74 Genesee Street, Avon, New York for \_\_\_\_\_  
the "Event" to be held on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_  
for \_\_\_\_\_ persons upon the following terms and conditions:

1. **Security Deposit.** With this agreement the sum of \$300.00 shall be deposited with the Village Clerk to secure the performance of this agreement and to reimburse the Village of Avon for damage and cleanup costs. The security deposit, after any deductions for nonperformance of this agreement, damage and any costs incurred by the Village of Avon for cleanup, shall be returned to the Booking Party.

2. **Rental Fees.** With this agreement the Booking Party shall pay to the Village Clerk the sum of \$2.00 for each person who will attend the Event.

3. **Insurance.** With this agreement the Booking Party shall provide the Village Clerk with a certificate of insurance in an amount of not less than \$1,000,000.00 insuring the Village for any and all liability whatsoever in connection with the use of the Village Hall by the Booking Party, guests, invitees, agents, employees and all other persons at the Event.

4. **Responsibility.** The Booking Party assumes all responsibility and liability for all personal injuries, property damage or other damage or injury in any form related to the use of the Village Hall for the Event.

5. **Indemnification.** THE VILLAGE OF AVON SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON, OR TO THE VILLAGE BUILDING OR PREMISES OR TO ANY PERSON THEREOF RESULTING FROM (1) A LOSS OF PROPERTY BY THEFT (2) ACCIDENTAL DAMAGE TO PERSON OR PROPERTY ON OR ABOUT THE PREMISES (3) DAMAGE OR INJURY RESULTING FROM THE CONDUCT OF THE EMPLOYEES

OR AGENTS OF THE VILLAGE OF AVON (4) ANY OTHER CAUSE WHETHER NEGLIGENT OR OTHERWISE. THE BOOKING PERSON, PERSONS ATTENDING THE EVENT, OR THIRD PERSONS SHALL NOT MAKE ANY CLAIM AGAINST THE VILLAGE FOR ANY LOSS OR DAMAGE DESCRIBED HEREIN. THE BOOKING PERSON AGREES TO INDEMNIFY AND HOLD THE VILLAGE OF AVON HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS OR DAMAGE WHATSOEVER IRRESPECTIVE OF THE CAUSE OF SUCH INJURY, OR DAMAGE THE VILLAGE OF AVON MAY SUFFER AS THE RESULT OF CLAIMS, DEMANDS, COSTS, CAUSES OF ACTION OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. THE BOOKING PARTY ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE INCURRED TO THE BUILDING CONTENTS, PREMISES OR PERSONS THEREOF.

**6. Rules for Use of all facilities:**

- All facilities are to be left in the condition it was prior to your use. Tables and chairs set up in Conference Room A for the Nutrition Program's use are to be returned to their original location and the floor clear, extra tables and chairs put in the carriers in Conference Room B.
- If you use the kitchen, you must supply your own materials. Senior Nutrition Program food and supplies are in the kitchen and are not to be used or disturbed. Only clean ash trays can be left in the kitchen and if possible not left in the kitchen at all.
- Special permission is required to use the refrigerator. If you have authority to use the Nutrition Program's refrigerator, please do not consume Senior Nutrition food or beverages. Any food which is yours, but you didn't use, please take with you when you leave. No alcoholic beverages are allowed within the Village Hall areas.
- All garbage is to be bagged, tied and taken outside to the garbage cans. Garbage is not to be left in the trash can for Nutrition cleaning lady to take out or is not to be put in the hallway off the side kitchen door. (Garbage cans located directly behind the Village building. Do not use Milex's dumpsters.
- All floors are to be swept with broom provided in the equipment/boiler room and any spills are to be mopped.
- Restrooms are to be left in the condition they were found with strict supervision of any children using the building.
- Tables and chairs are for use in the Hall only and are not to be removed.

- Kitchen stove is to be checked before leaving making sure it is off and any lights are to be turned off.
- The freezer is strictly for Senior Nutrition use only. No exceptions!
- No cooking of any kind in the Fire Bays.
- Keep off and out of Fire Department apparatus and equipment.
- Call contact person 30 minutes prior to completion of the event for final inspection.

7. **Attorney Fees.** The Booking Party agrees to pay any and all attorney's fees incurred by the Village of Avon regarding any claim for loss or to defend any lawsuit resulting from or in any way associated with the use of the Village Hall associated with the Event.

8. **Liquor or Alcohol Use.** Booking Party shall not sell or permit the sale or use of alcoholic beverages or intoxicating liquors in the Village Building, the Village Hall or on Village Property during the Event at the Village Hall.

9. **Limitations.** The Village of Avon reserves the right to cancel this agreement at any time and to use the Village Hall for its purposes in the event of emergency or if an unanticipated need develops. The Village further reserves the right to terminate any Event and remove all persons from the Village Hall if the Village determines that the activities at the Event are in violation of this Agreement or the roles in paragraph 6 hereof.

Dated: \_\_\_\_\_

Approved by the Village of Avon. \_\_\_\_\_