

# TOWN OF AVON

## FACILITY USE RESERVATION AGREEMENT

Room **Third (3<sup>rd</sup>) Floor Meeting Hall** **Second (2<sup>nd</sup>) Floor Board**  
(Please circle requested area)

Requesting Organization:

\_\_\_\_\_

Organization Address:

\_\_\_\_\_

Responsible Officer:

\_\_\_\_\_

Contact Information: cell: \_\_\_\_\_ Work: \_\_\_\_\_

email: \_\_\_\_\_

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

Description of Use:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Will tables and chairs be needed? \_\_\_\_ Yes \_\_\_\_ No

How many tables \_\_\_\_\_ chairs \_\_\_\_\_ The facility has 8 - 30" x 60" tables and 35 chairs available.

\*\*\* Any additional tables or chairs will be provided by an approved vendor arranged and paid for by the Responsible Party and/or Organization \*\*\*

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

Received Copy of Rules of Use:

\_\_\_\_\_ date: \_\_\_\_\_

Town Supervisor Signature: \_\_\_\_\_ date: \_\_\_\_\_

1. **Eligible Users.** The Facility may be used by non-profit businesses/organizations and by residents of the Town of Avon.
2. **Eligible Uses.** The Facility may be used for community related purposes associated with adult or youth recreation, community outreach, charitable events, and appropriate social events. The Facility may not be used to advance political causes, candidates, or parties. However, the Facility may be used for the valid governmental purpose of encouraging the public to participate in the democratic process and to educate and inform the public in a neutral fashion, on issues in an election.
3. **Maximum Occupancy of Event.** No event shall exceed a maximum occupancy of 125 persons, including event sponsors, guests, and other invitees.
4. **Facility Description.** Use of the Facility shall include common areas such as bathrooms, elevators, lobby, parking area, etc. as well as the stage, tables and chairs and media technology located in the Facility.
5. **Parking.** The Village has a 2-hour limit parking at the curb, additional municipal parking lot on Genesee Street south of the building as well as behind the building. **Initial:** \_\_\_\_\_
6. **Hours Available for Use.** The Facility may be used, when available, between the hours of 9:00 a.m. and 11:00 p.m., Tuesday through Sunday.
7. **Cleaning Fee.** With this Agreement, the sum of \$175.00 shall be invoiced for any cleaning costs and/or damage associated with Responsible Party's use of the facility and any common areas (such as bathrooms, elevators, lobby, parking area, etc.) used by Responsible Party, or its guest, invitees, and agents. **Initial:** \_\_\_\_\_
8. **Indemnification and Hold Harmless.** Responsible Party shall indemnify and hold the Town of Avon, its elected officials, officers, employees, personnel and agents harmless from any and all liability, personal injury, property damage, claims, causes of action, demands, costs (including reasonable attorney fees), expenses, suits, judgments and/or liens related to, or in any way originating from Responsible Party's use, by it or its guests, agents or invitees, of Town of Avon property, including the Facility and any common area associated therewith, to include bathrooms, elevators, lobby, parking areas, etc. . **Initial:** \_\_\_\_\_
9. **Release and Waiver.** Responsible Party, on behalf of itself, Organization and any third party attendee of the Event, as a condition to granting the request for use of the Facility, hereby forever

release the Town of Avon, its elected officials, officers, employees, personnel and agents and forever waives any claims against the same relating to any injury or damage to property or person resulting from or related to the use of the Facility, whether the consequence of an accident or resulting from the conduct of an elected official, officer, employee or agent, including negligence or otherwise. . Initial: \_\_\_\_\_

10. **Authority.** Responsible Party represents and warrants that he/she has current legal authority to execute this document on behalf of the Organization and bind such Organization to the terms herein.

11. **Rules for Use of Facility.** Responsible Party and all agents, employees, guests, and invitees of Organization shall abide by the following:

- The Facility and all common areas used (bathrooms, elevators, lobby, parking area, etc.) shall be left in the same or better condition than prior to use. Any tables, chairs, or other furnishings and/or equipment used for the Event shall be returned to its original location.
- All set-up of facility to be done by Organization or Responsible Party.
- Mounting of anything on walls is not allowed.
- All garbage is to be bagged and taken off site. The town does not have an onsite container service.
- All floors are to be swept with a broom as provided in the equipment room. Any spills are to be properly mopped and cleaned.
- Restroom facilities are to be left in the condition they were found.
- Minors shall be accompanied and supervised by an adult at all times.
- The entire premises is a non-smoking facility and use of cigarettes, tobacco, e-cigarettes, or cannabis is strictly forbidden.
- Besides necessary common areas such as the lobby, hallways, stairs, elevator and bathrooms, Event participants shall not enter or attempt to gain entry to any other portion of the building besides the Facility being used pursuant to this Agreement. Initial: \_\_\_\_\_

12. **Amenities provided.**

- 8 - 30" x 60" tables
- 35 Chairs
- Projection screen and monitor
- Wi-Fi
- Microphone (limited to presentations)

13. **Attorney Fees.** Responsible Party shall pay all attorney's fees, costs and expenses incurred by the Town or any party indemnified hereunder, regarding any claim for loss or to defend any lawsuit or proceeding resulting from or in any way related to the use of Town property associated with the Event.

Initial: \_\_\_\_\_

14. **Liquor or Alcohol Use.** No Alcohol use is allowed anywhere within the Town Hall facility.

Initial: \_\_\_\_\_

15. **Cancellation/Termination.** The Town reserves the right to cancel this Agreement at any time without liability to Responsible Party. The Town further reserves the right to terminate any Event

and remove or cause to be removed all participants from the Town's property, if the Town determines that the activities and/or behavior at the Event are in violation of any part of this Agreement, including but not limited to the rules in paragraph 6. above. Initial: \_\_\_\_\_