

USE OF FACILITY PERMIT

Town of Chester Senior Center, 81 Laroe Road, Chester, NY 10918

Agreement:

This document shall serve as an agreement between the Town of Chester Senior Center, 81 Laroe Road, Chester, New York 10918, hereinafter called "Town of Chester", and

_____ (User's name) residing at
_____ (User's address), who can be
reached at (home) _____ or (cell) _____ (telephone number),
hereafter referred to as: "User" for the use of the Town of Chester Senior Center meeting room and
kitchen and restrooms only, hereafter referred to as: "facilities", in the Town of Chester Senior Center
building located at the above-listed address on _____ (day and time) for a
_____ (type of affair) with no more than 180 attendees.

Section I. Cost and Terms:

Civic/Non-Profit organizations functioning within the Village or Town of Chester shall pay a fee of **\$200.00** for use of the above facilities (a) between the hours of 4 p.m. and 10 p.m. Monday through Friday for the purpose of organization or club meetings, or (b) between the hours of 8 a.m. and 10 p.m. on Saturday and Sunday for the purposes of community events or meetings that are 3 or more hours long, but not to exceed 6 hours. For meetings lasting under 3 hours, the fee will be waived.

All users shall provide a **\$100.00** Building Security Deposit. Additionally, all users are required to submit liability insurance coverage. Non-Town of Chester residents are not permitted the use of these facilities.

This agreement is for a maximum of 6 hours of use beginning at _____ and ending at _____. If separate set up time is necessary (usually the day of the use unless there is no use scheduled for the previous night) a **\$10** additional fee will be required. **Use time must include both set-up time and clean-up time by the User.** Total User time is included in their **6 hour maximum** user time period. User and all parties involved must **vacate the facility by 10 p.m.** **User must be present for the entire time of facility rental.** Town of Chester representatives will not open and close the facility for anyone else.

The custodial fees and the Building Security Deposit are due on or before the signing of this agreement to hold User's date on the Town of Chester Rental Schedule. The custodial fees and the Building Security Deposit are refundable in the event the User cancels the rental date at least one week prior to the event. In the event of a returned check, the User agrees to pay Town of Chester \$25.00 for the bank charges incurred. In the event of an emergency situation requiring these facilities for use as determined by the Town of Chester Town Board, this agreement may be canceled. If this occurs, the custodial fees and the Building Security Deposit will be returned.

Section II, "Building Security Deposit":

Possible claims against User's security deposit shall include, but are not limited to:

USE OF FACILITY PERMIT

Town of Chester Senior Center, 81 Laroe Road, Chester, NY 10918

- (1) Damages. The actual cost of replacement or repair of any physical damage of Town of Chester property either by the User, User's caterer, guests, or other's action directly or indirectly on behalf of the User.
- (2) Overtime, User's failure to vacate Town of Chester's facilities by the end of the agreed upon time period shall result in an overtime charge of \$50.00 per hour or any part thereof.
- (3) Failure of the User or the User's caterer to leave the entire facility in the same condition as found shall result in loss of the \$100.00 security deposit.
- (4) Additionally, there is an Automatic External Defibrillator on the premises. If damages, it will be User's responsibility to replace it.

User shall inspect the facilities at set-up and before leaving the premises after use and notify Town of Chester representative of any damage or condition that the User feels might adversely impact User's security deposit. User's security deposit, less any claims against it, will be returned to the User by mail not more than fourteen (14) days after the use date.

Section III, Insurance:

Proof of insurance is necessary for all organizations using the facilities.

Section IV, Town of Chester Obligations:

Upon User's compliance with the above terms and conditions, Town of Chester agrees to provide the following:

- (1) Access to facility at the agreed upon time.
- (2) Use of the facility on the date specified and for the hours agreed upon.
- (3) Use of tables and chairs.
- (4) Use of refrigerator, stove, oven (for heating food) and microwave.
- (5) Heat or air conditioning regulation as needed.
- (6) Trash bags, Mops, brooms and sponges for cleaning.

It shall be the responsibility of the User to provide detergents, paper towels, dishes, utensils, pots, pans, napkins, tablecloths, coffee makers, and any equipment not specifically listed above. This agreement specifically does not include such equipment, materials and supplies owned by Town of Chester. If any of these Town of Chester owned items are in the kitchen, they are not to be used by the User.

Please DO NOT use hot plates on the tables as the tables easily burn from heat.

Section V, User's Obligations:

User acknowledges and agrees to abide by the following rules:

- (1) User will contact Town of Chester representative at least seven (7) days prior to use date to arrange for additional access for set up period, if necessary. The Town of Chester shall not be deemed responsible for any articles left in the Town of Chester facilities unattended.
- (2) Fire exits may not be blocked at any time.
- (3) User may not exceed the buildings maximum capacity of 180 people.
- (4) Automobiles may not park in the emergency zone in front of the building.
- (5) No use of smoke devices, as they set off the fire alarm system.
- (6) No smoking is permitted.
- (7) **No alcohol is permitted.**

USE OF FACILITY PERMIT

Town of Chester Senior Center, 81 Laroe Road, Chester, NY 10918

- (8) The use of propane, LP gas, barbeque, or other open flame device in the Town of Chester building is strictly prohibited. Sterno heaters for chafing dishes are permitted.
- (9) No cooking is permitted. Reheating or keeping food warm only.
- (10) The use of the in-house audio visual components are prohibited. Use of the smart T.V. is available for Users. User will be responsible for any damages.
- (11) **No third-party representation** for renting the Town of Chester Senior Center. The User must be a resident or organization residing or functioning in the Town or Village of Chester (a Town or Village property taxpayer). If the Town of Chester determines that a third-party tried to represent another party, the User will forfeit their deposit and will not have access to Town of Chester facilities. This policy will be strictly enforced.
- (12) **User is responsible for bagging and removing their trash.**
- (13) User is responsible for leaving the facility clean.
- (14) **Furniture must be put back to its original position.**
- (15) **Decorations may be used on table tops ONLY. No decorations on walls, doors, windows or blinds.**
- (16) To execute the attached Hold Harmless Agreement (Exhibit "A").

I have read and understand the above terms and conditions and agree to abide by them. I understand that if such terms and conditions are not adhered to, it is the right of the Town of Chester Town Board to deny User future use of the Town of Chester Senior Center facilities.

Signed _____

Date _____

Return one copy of this agreement and Exhibit A, rental fee and building security deposit (2 separate checks made payable to Town of Chester) no later than 14 days prior to rental date. Retain one copy of this agreement for your reference.

(For Internal Use)

Received \$100 building security deposit (check # _____)

Received \$200 rental payment (check # _____)

Received overtime payment in the amount of _____ (check # _____)

Received damages payment in the amount of _____ (check # _____)

Signed by: _____