

VILLAGE OF MONTEBELLO
ONE MONTEBELLO ROAD
MONTEBELLO, NEW YORK, 10901
845-368-2211 845-368-2044 FAX

MONTEBELLO COMMUNITY CENTER

350 Haverstraw Road, Montebello, NY 10901

APPLICATION FOR USE

Date of Event: _____

Name of Applicant or Organization: _____

Type of Organization (e.g., 501 (c)(3); corporation; partnership, etc.):

Address: _____

Explanation Village Based-Nature of Organization (include written documentation as applicable):

Tel # daytime _____ evening _____ cell _____

E-mail: _____

Hours of Use: from: _____ to _____

Please note: Hours of operations are from 10:00 a.m. until 10:00 p.m., but not to exceed _____ hours

Purpose of

Use: _____

Is an admission fee charged? _____ if so amount of fee? _____

What will proceeds be used for? _____

Total Participants Expected: _____ Adults _____ Children _____ (Adult supervision is required)

Number of Residents _____ Non-Residents _____

Please circle items you may need: Refrigerator, Microwave, Chairs, Tables,

Other _____

[Note: Tables and Chairs are to be put back to their original location]

A fee of \$50 per hour is charged for residents; for Village non-profit based organizations-first rental will be granted two (2) hours of rental for the one (1) hour rental fee of \$50.00, and \$100 per hour for all other not-for-profit organizations. In addition, a refundable security deposit of \$500.00 must be paid at time of application by each applicant to assure the premises are returned to their original condition. Any clean-up or repair costs or cost to replace lost property caused the Village by your use will be deducted from this deposit. If the cost to cure exceeds the deposit, you will be responsible to the Village for the difference.

Please make checks payable to: Village of Montebello.

MONTEBELLO COMMUNITY CENTER

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Rules & Regulations

1. Applicants wishing to use the Montebello Community Center shall first apply to the Village Clerk on the prescribed form. No reservations of the facility will be made until this application is returned and fee and security deposit received by the Village Clerk, and the application approved. The Village Board of Trustees or designee has final authority on approval.
2. The hourly fee for use of the facility, and the security deposit, as established by the Board, are payable upon submission of application. If the application is denied, the fee and deposit will be returned or refunded.
3. All users using the facilities must clean up afterwards. Tables and chairs must be restored to their original locations.
4. No smoking is allowed inside the building.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be asked to leave the premises, and shall forfeit any fee paid. In appropriate cases, the police will be called.
6. Any damage to the Montebello facilities, inadequate clean-up and any loss of Village property shall be rectified at the user's expense. No exceptions. At the Village's discretion, it shall have the work performed or it shall inform the user of the need. In the latter case the Village will act if the user fails to do so expeditiously and properly in the Village's judgment. If the cost of the repair, replacement or clean-up exceeds the security deposit, the Village will seek compensation from the User and/or Guarantor in its discretion.
7. No Village property is to be altered or removed from the premises.
8. Activity shall be restricted to the specific area for which permission is granted. The activity shall not extend beyond the hours approved in the request. (The Center is available from 10:00 a.m. to 10:00 p.m.) Regular use will not be approved without the action of the Village Board, and with the understanding that the Village retains the discretion to cancel at any time.
9. The person or persons in charge of the activity shall be present before the activity is due to start and remain with the group until all have left the premises and property, and such have been returned to their original condition.

10. All activities shall require the presence of an adequate number of supervising adults at all times.
11. The approval of the use of facilities is understood as secondary to the needs of the Village, and is revocable at any time by Village Clerk or Village Board or designee with or without cause.
12. Users must be Village residents or organizations based in the Village, meaning organized and operated out of a Village location or with a majority of members or benefited persons residing in the Village, except for not-for-profit organizations which need not be Village based. Proof shall be submitted with the original application, and the Village reserves the right to require further or updated substantiation at any time.
13. As may be revised by the Village Board by Resolution from time to time, fee for use of the Center by: Resident is \$50 per hour; Village non-profit based organizations-first rental will be granted two (2) hours of rental for the one (1) hour rental fee of \$50.00, and \$100 per hour for all other not-for-profit organizations The security deposit, which may be revised by the Village Board, is \$500.
14. To the maximum extent permitted by law, all Users, whether individuals or organizations, must indemnify and hold the Village, its employees offices, or agents harmless, and must defend same, against the consequences of said use, whether in the form of claims for property damage or personal injury of any kind, all as more particularly set forth in the associated form which shall be completed before a Notary as referenced to the Application..
15. In the case of an individual User, or in the case of an organization, a responsible person or officer shall sign the Application as guarantor of any clean up costs or damage or stolen property loss caused the Village by such use should such exceed the security deposit. Such guaranty should be part of the application.
16. No admission fee may be charged except if reasonably calculated to cover the cost of materials given to participants for use in the program, or to fundraise for a not-for-profit based organization.

****Please see attached policy for serving alcohol**

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FACILITY USE/HOLD HARMLESS AGREEMENT

(Name of Organization or Individual User) _____
does hereby covenant and agree to defend, indemnify and hold harmless the **Village of Montebello**, its Village Board, and its agents, servants, officers and employees, from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the maximum extent permissible by law, arising out of or in connection with the actual or proposed use of the property, facilities and/or services of the **Village of Montebello** by (Name of Organization or Individual User) _____
and/or the activities, functions, events affairs or proceedings of (Name of Organization or Individual User) _____.

The undersigned is 18 or more years of age, and has been duly authorized and empowered by the organization or entity named above to execute this Agreement on behalf of said organization or entity, unless for himself/herself as an individual user. He/She agrees to comply with the attached rules and regulations, and the application form. He/She certifies that the information set forth in the application is true and correct in all respects. Signatory hereon also personally guarantees to pay for any property damage or lost property or clean-up costs incurred by Village due to the use, to the extent exceeding the security deposit.

Signature of Organization Representative or Address
Individual User

Print Name/Title Telephone #

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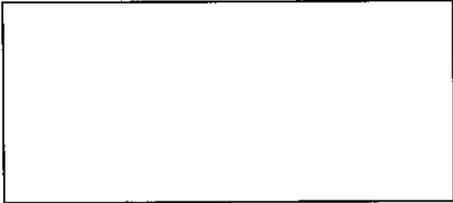
ACKNOWLEDGEMENT

**STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS:**

**On this _____ day of _____, 20____, before me, the undersigned,
_____ personally appeared
and subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her capacity as _____, and
that by his/her signature on the instrument, the individual or the entity upon behalf
of which the individual acted, executed the instrument.**

Signature of Individual/Representative

Notary Public, State of New York



ALCOHOL POLICY

Allowance of Beer and Wine at the Montebello Community Center

It is the policy of the Village of Montebello to allow for the consumption of beer and wine in the Community Room of the Montebello Community Center at certain events. This policy may be terminated at any time by the action of the Village Board of Trustees. Alcohol is permitted to be served in accordance with the "Rules and Regulations for the Service of Beer and Wine" in the Community Room of the Montebello Community Center, only. NO distribution or consumption of alcoholic beverages is allowed without PRIOR consent from the Village.

RULES AND REGULATIONS FOR THE SERVICE OF BEER AND WINE

1. Alcohol beverages ("beer and wine") are only permitted with the written permission of the Village Clerk, or the Clerk's designee upon application, based upon a determination by the Clerk that said consumption is appropriate to the event, representation in the form required by the Village that the rules herein will be strictly observed, making of a returnable security deposit and payment of the alcoholic beverage permit fee as required herein. The Clerk shall have the right to deny a permit to any applicant. Appeals from the denial of such an application may be made to the Village Board of Trustees.
2. The only alcoholic beverages permitted on the premises shall be beer or wine. No hard liquor is permitted. The applicant is responsible for removal from the premises of all beer and wine containers, and fully cleaning the Center and its environs.
3. No alcoholic beverages may be served after 10:00 p.m. on Sunday through Thursday, or after 12:00 a.m. on Friday and Saturday.
4. Service and consumption of wine and beer shall only be allowed in the Community Room, and such is not permitted in the lobby or outside the building on the grounds.
5. Alcoholic beverages may be served to and consumed only by a person attending the event for which the room or area of the Community Center was rented.
6. NO alcoholic beverages may be served to a minor.
7. NO alcoholic beverages may be served to a person appearing to be intoxicated.
8. The person, organization, or group hosting the event must provide the alcoholic beverage, and also adult supervision of the serving and consumption of alcohol.
9. The alcoholic beverage must be free to those attending the event. NO compensation of any nature may be exchanged for the alcohol beverage. Examples of prohibited activity under this section include, but are not limited to the following: donations, advanced sale of tickets, tips, payment of any kind to host or organization in exchange for the alcoholic beverage, payment for food or music with the alcoholic beverages served free, etc.
10. Applicants requesting to serve beer or wine shall agree to **HOLD HARMLESS, INDEMNIFY AND DEFEND**, the Village of Montebello, its agents, officers and employees, from any claims, liabilities, penalties, fines or for any damages to the goods, properties or effects of Applicant or any of the Applicant's representatives, agents, employees, guests, licenses, invitees, patrons or clientele or any other persons whatsoever, and from personal injuries to, or death of them or any of them, whether caused by or resulting from any acts or omission of Applicant in or about the premises or from any other causes or reason whatsoever relating to use of the premises. Applicant further agrees to indemnify and save free and harmless the Village of Montebello and its authorized agents, officers and employees against all liabilities, loss and damages of any nature whatsoever including all expenses, court costs and attorney's fees which the Village shall or may at any time sustain or be put

to by reason of any liability for which the Applicant is responsible in connection with its operations within the building and grounds of the Community Center, and any consequences thereof.

11. The person, organization, or group hosting the event must immediately notify the police if any identifiably inebriated person attempts to drive a vehicle from the Community Center, or if any such person acts rowdy or disorderly.

12. In addition to the usual fees associated with rental of the Montebello Community Center, a non-returnable Alcoholic Beverage Permit Fee of \$250.00 shall be paid, as well as an additional security fee of \$500.00 above the usual room usage security fee, which shall be returnable, subject to any clean-up cost, or damage caused the Village. Should clean-up costs and/or damages exceed the security fee, the organization and applicant and persons responsible for the event shall be jointly and severally liable for the difference. These fees may be adjusted by the Village Board from time to time in its discretion.

13. The Applicant must present a Certificate of Insurance made out to the Village for the event in an amount no less than \$500,000.00 per incident, \$1,500,000.00 in the aggregate; indicating that such covers "the rental of the Montebello Community Center for an event at which beer and wine may be served". The amount of coverage may be adjusted by the Trustees in their discretion from time to time.

14. The Village reserves the right to have a representative or representatives visit the event at its discretion and without advance notice to assure compliance with these regulations. That representatives shall have authority to order immediate correction of any violation of these Regulations and if the applicant does not comply, or the violations are egregious in the judgment of the representative, to order that all imbibing of alcoholic beverages cease and desist, or even that the event be ended and all the attendees leave the premises if the conditions appear to so warrant.

I certify that I have read the above and will abide by the rules and policies as set forth by the Montebello Community Center, and understand violation of any provision herein provided shall lead to immediate termination of the planned event, vacating of the premises and loss of deposit.

Signature of Applicant

Date _____

Reviewed and Approved by:

Notary Public, State of New York

