

Town of Durham New York  
Building/Facility/Park Use Form

**Please remit application to:** Town Clerk  
7309 State Route 81  
East Durham NY 12423  
518-239-6122 ext. 1

Please Print or Type

- I. APPLICATION MUST BE MADE THIRTY DAYS PRIOR TO EVENT
- II. DATES SHALL BE ASSIGNED ON A FIRST COME, FIRST SERVED BASIS
- III. THE TOWN OF DURHAM RESERVES THE RIGHT TO PREEMPT ANY EVENT IN FAVOR OF A TOWN OR MUNICIPAL EVENT UP TO TEN DAYS PRIOR THERETO

- 1. Application Date: \_\_\_\_\_
- 2. Applicant's Name: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Telephone: (     ) \_\_\_\_\_
- 5. Date(s) of desired use: \_\_\_\_\_
- 6. Which facility requested: \_\_\_\_\_
  - a. Use of Ball Diamond                      Yes \_\_\_\_\_    No \_\_\_\_\_
- 7. What kinds of activities will be taking place?
- 8. Estimated number of people in attendance:
- 9. Profit Status (check one): Not for Profit \_\_\_\_\_ Profit \_\_\_\_\_ Individual \_\_\_\_\_
- 10. Will there be an admission charge?

11. If there will be an admission charge, what is the amount of admission?
  
12. Responsible adult supervision must be provided at all times to insure that the shelter and surrounding grounds are utilized in a safe and orderly manner.
  
13. Behavior which protects the park, its facilities and its visitors must be maintained at all times. Uncooperative offenders may be asked to leave the park.
  
14. Pets allowed in park with 6' leash, owners **MUST** clean up after dogs.
  
15. **NO** motorized vehicles allowed in the park.
  
16. **NO** scooters, bikes, skateboards, or rollerblades allowed under the pavilion.

**THE TOWN OF DURHAM RESERVES THE RIGHT TO CONDUCT A COMPLETE SAFETY INSPECTION OF THE PREMISES, WHILE IN USE BY YOUR GROUP.**

INSURANCE: Organizations or persons using Town of Durham building, parks, or facilities, shall provide the Town with proof of insurance, with the Town as a named insured at limits determined by the Town. If it is determined that a certificate of insurance is not feasible, the town reserves the right to deny use of the requested facilities. Further, a hold harmless agreement must be signed between the Town and the organization, before permission for use can be granted.

It is hereby agreed that the organization will be fully responsible for the compliance with Town law, NY State law, and Federal law, with regard to its use of Town buildings, parks or facilities.

Please attach proof of insurance and the signed hold harmless agreement with this application.

Applicant expressly acknowledges that the Town of Durham prohibits alcoholic consumption on Town property and warrants that there shall be no alcohol served or consumed by participants, spectators or other persons associated with the event, before, during or after same.

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Signature of Responsible Officer

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Date

Application received: \_\_\_\_\_

Proof of Insurance received: \_\_\_\_\_

Signed Hold Harmless Agreement received: \_\_\_\_\_

Application approved: \_\_\_\_\_

HOLD HARMLESS AGREEMENT

This is a liability agreement between the \_\_\_\_\_, for and on behalf of the \_\_\_\_\_ New York, herein designated The Town and \_\_\_\_\_, Responsible Officer or Person for \_\_\_\_\_, User Organization.

User agrees to conduct activities in the buildings, parks, or facilities, in a careful and safe manner. As a material part of the consideration to the Town, User hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Users use or occupancy of the buildings, parks, or facilities of the Town from any cause whatsoever, and hereby waives all claims in respect thereof against the Town. The User further agrees to defend, indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney’s fees) arising out of or in connection with (a) User use or occupancy of the buildings, parks, or facilities, or any activity or thing done, performed, or suffered by User; or (b) any loss, injury, death, or damage to persons or property on or about the buildings, parks, or facilities by reason of any act, omission or negligence on User’s part, or (c) any breach or default in the performance of any obligation on User’s part to be performed under the terms of this Agreement. User’s indemnity under this Paragraph shall not extend to any liability caused by the sole negligence of the Town or its agents or employees.

This Agreement shall be interpreted under the laws of the State of New York.

The term of this Agreement shall start \_\_\_\_\_ and end \_\_\_\_\_ at which time this agreement expires.

By: \_\_\_\_\_  
Responsible Officer of Person

For: \_\_\_\_\_  
User Organization

By: \_\_\_\_\_  
Town Officer for the Town of Durham