

**TOWN OF TICONDEROGA**

**APPLICATION FOR USE OF COMMUNITY FACILITIES**

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

**INFORMATION ABOUT YOUR GROUP**

Name of Organization or Individual: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_. Your supervisor in charge: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Night) \_\_\_\_\_

**INFORMATION ABOUT YOUR INTENDED USE OF MUNICIPAL FACILITIES**

Purpose of Use: \_\_\_\_\_

\_\_\_\_\_

Total Participants Expected: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Is material or equipment required from municipality? Yes \_\_\_\_\_ No \_\_\_\_\_

If needed, state what types and for what purpose: \_\_\_\_\_

\_\_\_\_\_

Residents (Number): \_\_\_\_\_ Non-Residents (Number): \_\_\_\_\_

Is an admission fee charged? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, what will proceeds be used for? \_\_\_\_\_

**AGREEMENT**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities by the undersigned. To the fullest extent permitted by law, the undersigned or the organization on behalf of which the undersigned is executing this Agreement, as the case may be, shall indemnify, defend and hold harmless the Town of Ticonderoga, its officers and employees, from and against any and all claims, costs, demands, suits or causes of action that result from injury to any person, including death, or damage to or loss of property and tangible personal property arising from the negligent acts or omissions of the undersigned or the organization on behalf of which the undersigned is executing this Agreement, and its/their respective employees or agents.

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

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

Signature of Organization's  
Representative

Telephone Number: \_\_\_\_\_

Approval of Town Councilperson: \_\_\_\_\_

**READ REVERSE SIDE FOR SPECIFIC REQUIREMENTS AND RETURN APPLICATION TO:  
Town of Ticonderoga, PO Box 471, Ticonderoga, NY 12883 ATTENTION: Town Clerk's Office**

**Town of Ticonderoga**  
**FACILITY USE REQUIREMENTS**

The use of all Buildings, Grounds, Recreational and Parks facilities shall be subject to the approval and rules of the Recreation Commission administered by the Superintendent of Recreation and Parks.  
(Armory use must be checked with the Youth Program Director)

1. Organizations wishing to use municipal facilities shall first apply to the Superintendent of Buildings, Grounds, Recreation or Parks on this form. The Superintendent or his/her designee has final authority on approval.
2. In the event of inclement weather, the Superintendent or his designee has the final authority on whether facilities are usable.
3. Non-Alcoholic events.
4. Armory will be used for Town sponsored events, Youth sponsored events and Senior Events (Alcohol permitted by permit only)(Caterer must have an alcohol & beverage permit to serve for the event). .
5. All posted rules must be adhered to.
6. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be removed from the premises.
7. Any damage to municipal facilities shall be promptly repaired at the user's expense. No exceptions. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
8. Organizations using the facilities must clean-up afterwards.
9. Permits may be revoked at any time.
10. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
11. The fee for Non-Town, Youth, or Senior Event use of the Armory building is \$250.00, payable before use begins. \$150.00 will be returned if the Armory is left picked up and equipment put away. \$100.00 will be used for janitorial personnel to finish the final clean up (Mopping, Waxing, etc.).
12. The emergency telephone number for police and fire is: 518-585-3456. The appropriate authority must be contacted in the event of an emergency.
13. When required, users must provide the following insurance prior to using facilities.

**FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:**

**Commercial Users:**

- A. The user hereby agrees to effectuate the naming of the municipality as an additional insured on the user's policy.
- B. The policy naming the municipality as an additional insured shall:
  - be an insurance policy from an A.M. Best rated admitted New York State licensed insurer;
  - contain the notice of cancellation provision require for certificate holders evidenced by a copy of such policy wording, but in no event less than 30 day notice of cancellation;
  - state that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers; and
  - additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The user agrees to indemnify the municipality for any applicable deductibles.
- D. Enclose a copy of the endorsement providing additional insured status.
- E. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- F. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the municipality.

**Individuals:**

Required Insurance if temporary structures (ie: chairs, tables, tents.....) will be used

- **Homeowners Insurance**  
Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

**REMINDER: NO VEHICLES ALLOWED IN BICENTENNIAL PARK (exceptions may be considered)**

# USE OF FACILITIES AGREEMENT FOR CLEANUP

Signature on this slip verifies that clean-up has been completed and verified.  
Refund will be issued in the next available Town Abstract upon signature  
of the proper authority and receipt of this form.

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Permittee's Name and Correct Mailing Address

\_\_\_\_\_ Use of Parks and/or Recreation

\_\_\_\_\_ Refund

\_\_\_\_\_ Use of Buildings

\_\_\_\_\_ No Refund

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Town Councilmember/Appointee of the Town