

Town of Beekman
Facility Rental Agreement
(Resident, profit, and non-profit organization)



This Rental Agreement, dated _____, 20____ by and between the Town of Beekman and (the renter)

Last Name	First Name	Date of Birth	Email
Home Phone	Cell Phone	Work Phone	

1. **FACILITY.** The Town rents _____ to the Renter for the event described below.

2. **EVENT.** Renter will use the Facility for the following event:

3. **DATE and TERM.** The date of the Event will be _____ from _____ (a.m./p.m.) until _____ (a.m./p.m.) or for the following Rental Period(s):

Insert the date(s) and time when the Renter will be allowed to use the Facility:

List vendors we will contract with for the event: _____

4. **RENT.** Renter will pay the Town a rental fee of \$_____ for the rental of the facility. Renter will also pay the Town a cash security deposit of \$_____ as set forth in the Policy & Procedures for Use of Facilities attached hereto.

5. **OBLIGATIONS OF RENTER.** At the end of the rental term, Renter will return the Facility to a neat, orderly, and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and/or Renter's guests. Renter shall follow all of the facility and general park rules as attached hereto and insure that his/her guest also follow the Policy & Procedure for Use of Facilities. If there is a conflict between the facility and general park rules attached hereto, this agreement shall be controlling and the attachment shall be deemed to merely supplement this agreement.

6. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons.

7. **SMOKING.** Smoking is prohibited except for designated smoking areas.

8. **ADMISSION.** Renter shall not charge admission to any guests or persons on the premises, except in the case of non-profit organizations.

9. **INSURANCE.** Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Beekman, 4 Main St., Poughquag, NY 12570, is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event. Pursuant to Section 57 of the Workers Compensation Law of the Town of Beekman is required to ensure that organizations/businesses applying for any permit, licenses or entering into a contract have appropriate workers' compensation insurance coverage prior to issuing those permits, licenses or entering into contracts.

10. RETURN OF SECURITY DEPOSIT. Following the event, the Town will inspect the facility to insure compliance with this agreement. If in the determination of the Town, the Renter is in compliance with the agreement, the cash security deposit collected pursuant to Paragraph "4" shall be returned. Renter shall be required to return the facility key, if any and sign an acknowledgement that the security deposit was returned. In the case where there is not compliance, the Town may deduct all or a portion of the security deposit necessary to cover the expense for the Renters non-compliance plus a 10% administrative fee. Town's remedy for noncompliance with this agreement shall not be limited to the security deposit posted by Renter. If event is for the rental of a field for teams and leagues, upon verification of compliance with the agreement, the Town shall return the security deposit collected pursuant to Paragraph "4" at the end of the season.

11. ALCOHOL. If alcohol will be furnished, served, or consumed at the Event, Renter agrees to the following additional terms:

- A. An additional security deposit of \$100 is due along with the security deposit required pursuant to Paragraph "4" above.
- B. If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Beekman, 4 Main Street, Poughquag, NY 12570 is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
- C. If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$ 1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.
- D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.
- E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
- F. Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

12. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees. Any additional users shall be required to sign a hold harmless and indemnification.

13. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

14. CANCELLATION. Renter shall conform to the cancellation policy set forth in the Policy & Procedure for the Use of Facilities which is attached hereto. Failure to give requisite notice as set forth therein shall result in the forfeiture of your security deposit. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

15. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

16. CONFORMANCE WITH THE LAW. Renter agrees the Renter will abide by and conduct its affairs in accordance with the Town of Beekman Policy and Procedures for Use of Facilities and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise Renter shall not engage in or allow any illegal activity to occur at the Facility.

Alcohol will be furnished, served or consumed during the rental: ___yes ___no

Staff will be employed by the renter on Town property during the rental: ___yes ___no

The parties have executed this Agreement at Beekman, New York this _____ day of _____ '20 _____.

TOWN OF BEEKMAN

RENTER

By: _____
(Duly authorized agent)

Signature

Street Address

Town State Zip

(Organization if applicable)

FOR OFFICE USE ONLY

_____ Additional Insurance provided	_____ Worker's Comp provided
_____ Additional deposit for alcohol	_____ Liquor liability insurance provided

	Deposit	Rent Payment 1	Rent Payment 2	Rent Payment 3	Rent Payment 4
Amount					
Payment					
Date					
Refund					

Security Returned:

Renter Signature