

RESOLUTION OF THE TOWN BOARD OF THE
TOWN OF TYRE ESTABLISHING A POLICY
FOR THE USE OF THE BAND HALL BUILDING

JULY 17, 2014

WHEREAS, The Town Board desires to establish a policy for use of the Band Hall Building, having an address at 616 Lamb Road, Seneca Falls, NY 13148

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Band Hall Building may be used with prior permission of the Town Board by groups or organizations in connection with a project, function or event which, in the judgment of the Town Board, promotes the common good and general welfare of the citizens of the Town.
2. Any group or organization seeking permission to use the Band Hall Building shall submit a written request for action by the Town Board at a Town Board meeting held prior to the planned event.
3. Any group or organization granted permission to use the Band Hall Building shall execute an Agreement in the form attached hereto and shall file the executed Agreement with proof of insurance and any additional required documents or forms in the Town Clerk's Office not less than seven (7) calendar days prior to the planned event.

The adoption of the foregoing Resolution was moved by
Councilman Thomson, seconded by Councilman Aceto
and duly put to vote, which resulted as follows:

	Yea	Nay	Abstain	Absent
Supv. Ronald McGreevy	X			
Councilman Reginald Aceto	X			
Councilman Joseph DelPapa	X			
Councilman James Rogers	X			
Councilman Thomas Thomson	X			

APPLICATION FOR PERMISSION
TO USE THE BANND HALL BUILDING

APPLICANT: _____

CONTACT PERSON: _____

ADDRESS: _____

TEL. NO.: _____

PURPOSE OF USE: _____

DATE OF USE: _____

TIME OF USE: FROM _____ M TO _____ M

PERMISSION: GRANTED _____ DENIED _____

TOWN OFFICIAL: _____

DATE: _____

AGREEMENT

IN CONSIDERATION of the Town of Tyre (Municipality) having granted _____ (Permittee) permission to use the Band Hall Building at 614 Lamb Road, Seneca Falls, NY, 13148 (Premises), Permittee agrees to the following:

I. USE

Permittee shall use the Premises for the purpose of _____

II. INDEMNIFICATION

Permittee assumes all risk and liability and shall be solely responsible for all damages, loss or injury to persons and/or property related to Permittee use of the Premises. The Municipality shall not be responsible for damage, loss or injury to persons and/or property on the P remises associated with Permittee's use of the Premises. Permittee shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by the condition of the Premises, any defect in the Premises or Permittee's activities in connection with the use of the Premises, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Permittee for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the Premises or activities conducted on the Premises in connection with this Agreement, or through any negligence or alleged negligence or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Permittee, its agents or others using the Premises.

III. INSURANCE

Notwithstanding the indemnification and defense obligations of the Permittee, Permittee shall purchase and maintain a Special Event General Liability Policy with limits and in a form acceptable to Municipality's General Liability Insurance Carrier as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Permittee's use of the Premises and of all activities in connection therewith.

Permittee shall be required to name the Municipality as an "Additional Insured" on the Special Event General Liability Policy and not less than seven (7) calendar days prior to Permittee's use of the Premises, Permittee shall provide the Municipality with a Certificate of Insurance indicating that the required insurance coverage has been obtained and that the Municipality has been designated as an "Additional Insured".

IV. HOUSEKEEPING

Permittee shall leave the Premises in a neat and clean condition.

Permittee