



TOWN OF PATTERSON RECREATION CENTER

PO Box 278
65 Front St
Patterson, New York 12563
(845) 878-7200 Fax (845) 878-7232
www.pattersonrec.org

Director of
Recreation & Parks
Matthew Chibbaro

APPLICATION FOR USE OF CORNWALL HILL ROAD BALLFIELD

In order to consider your request for the use of the Facilities, please complete the following information and mail to the Patterson Recreation Center, Attn: Scheduling Director, P.O. Box 278, Patterson, New York 12563. Please submit this application at least one month prior to the start of the season.

TO BE COMPLETED BY THE APPLICANT

ORGANIZATION: _____ DATES OF USE: _____
NAME: _____ DATE OF APPLICATION: _____
ADDRESS: _____ SEASON: FROM: _____ TO: _____
PURPOSE: _____ PHONE: _____
CELL: _____ EMAIL: _____

INSURANCE INFORMATION

APPLICATION MUST HAVE CERTIFICATE OF INSURANCE ATTACHED

Do you (the requesting applicant); have an in-force General Liability Policy? _____
If yes, what are the limits of liability? Bodily Injury \$ _____ Property Damage \$ _____

Please provide a copy of Certificate of Insurance: the Certificate should name the Town of Patterson as an Additional Insured. If the applicant hires an outside vendor i.e., caterer, etc., the vendor must provide the Town with a copy of a Certificate of Insurance, which indicates coverage for General Liability, including Products and Completed Operations coverage, and Worker's Compensation for their employees. The vendor policy should also name the Town of Patterson as an Additional Insured.

RULES FOR THE USE OF THE CORNWALL HILL ROAD BALLFIELD

- Permits must be completed and approved by the scheduling director prior to use of the field.
- The availability of the field will be on a first request basis.
- Completed permits include all necessary information.
- A 50% Rental deposit required 30 days prior to the start of the season. Balance due on the last day of the season.
- **REFUNDS WILL ONLY BE ISSUED DUE TO INCLEMENT WEATHER. NO REFUNDS WILL BE ISSUED DUE TO FORFEITS/GAME CANCELLATIONS.**
- Teams are responsible for getting the field ready themselves. As part of the rental, equipment to do so will be provided to the teams. **TEAMS ARE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED DURING THEIR USE.**
- **No alcoholic beverages will be permitted on Town property.**
- A valid insurance policy will be required prior to any approval of permits. Policy requires groups to have \$1,000,000 worth of liability insurance naming the Town of Patterson as an additional insured. Un-expired insurance certificates must be submitted when approval is granted and prior to use of the facilities.
- A signed Agreement to hold the Town of Patterson harmless against any liability will be required.
- Games involving children must be properly chaperoned.
- Violations of these rules will result in the loss of the 50% deposit as well as being charged with the outstanding balance. Possible legal action may be taken toward the parties involved as well as the possibility of being banned from future use of, and participation in, recreation facilities and events.
- Use of the recreation facilities will not be approved if the individual or group has an outstanding balance due from previous use.

- In consideration for accepting this application I the undersigned, intending to be legally bound for myself, my heirs, executor, administrators and assigns, waive and release any rights and claims for damages, or lost or stolen equipment, I may have against any or all agents, chaperones, or employees of the Town of Patterson and any other sponsors, their representatives, successors and assigns for any and all injuries and/or damage suffered to any of the equipment used in connection with this activity. The undersigned will provide insurance for the aforementioned activity.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ by and between the TOWN OF PATTERSON, a municipal corporation of the State of New York, having its principal offices at 1142 Route 311, Patterson, NY 12563, hereinafter referred to as TOWN; and _____, residing at _____, New York, hereinafter referred to as LESSEE;

WHEREAS, LESSEE has requested the use of the TOWN of Patterson Recreation Center Facility, and

WHEREAS, the TOWN wishes to provide the facility to the LESSEE;

NOW, IN CONSIDERATION of the mutual covenants contained herein, the TOWN and the LESSEE hereby agree as follows:

1. The LESSEE, its successors, heirs and assigns hereby agrees to hold the TOWN harmless and indemnify the TOWN in connection with any activity which takes place while the LESSEE is using the Cornwall Hill Road Ballfield. Furthermore, the LESSEE shall indemnify and hold harmless the TOWN, its officers, employees and agents from and against any and all liability, damage, claim, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the acts or omissions hereunder by the TOWN or third parties under the direction or control of the TOWN; and
2. The LESSEE shall also provide defense for and defend, as its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.
3. The LESSEE shall comply with the rules and regulations governing the use of the Cornwall Hill Rd. Ballfield which have been established by the Town of Patterson and the Town of Patterson Recreation Department.

IN WITNESS WHEREOF, the parties have executed this Agreement in Patterson, New York on the date hereinafter set forth.

Signature: _____
Lessee

Date: _____

Signature: _____
Town Employee

Date: _____