

Village of Montebello
One Montebello Road
Montebello, New York, 10901
845-368-2211 845-368-2044 fax

For Office Use Only

**DR. JEFFREY OPPENHEIM
COMMUNITY CENTER
350 Haverstraw Road, Montebello, NY 10901**

APPLICATION FOR USE

Date of Event: _____

Name of Applicant and/or Organization*: _____

Address of Applicant: _____

Phone: Cell _____ **Day/Evening** _____

E-mail: _____

***If an Organization, please list type and explanation of nature of Organization (e.g., 501 (c)(3); corporation; partnership, etc.):**

Hours of Use: from: _____ **to** _____

Please note: Hours of operations are from 10:00 a.m. until 10:00 p.m. (not to exceed 12 hours) – include set up/clean up in time required for use

Purpose of Use: _____

Is an admission fee being charged? _____ **if so, amount of fee?** _____

What will proceeds be used for? _____

Will alcohol be served at this event? _____ *(if Yes, please see attached policy/requirements)*

Total Participants Expected: _____ **Adults** _____ **Children (under 16)** _____ *(Adult supervision is required)*

Number of Residents _____ **Non-Residents** _____

Please check items you may need to use:

Chairs **Tables** **Refrigerator** **Microwave** **Other** _____

[Note: Tables and Chairs are to be placed back in their original location]

A fee of \$50 per hour is charged for residents; for Village non-profit based organizations-first rental will be granted two (2) hours of rental for the one (1) hour rental fee of \$50.00, and \$100 per hour thereafter, and for all other not-for-profit organizations. In addition, a refundable security deposit of \$500.00 must be paid at time of application by each applicant to assure the premises are returned to their original condition. Any clean-up or repair costs or cost to replace lost property caused the Village by your use will be deducted from this deposit. If the cost to cure exceeds the deposit, you will be responsible to the Village for the difference.

Please make checks payable to: Village of Montebello.

I have read the attached facility rules and regulations and guarantee observance of all regulations governing use of the facilities of the Village and payment of any charges incurred. In addition, the individual signing for himself or herself as a User, or for any organization, agrees to be personally liable for damages caused to Village property and clean-up costs and also acknowledges the Hold Harmless Agreement as part hereof. Where acting for an organization, applicant represents and certifies that he/she has authority to do so and to bind the organization.

ORGANIZATIONAL USERS HEREBY CERTIFY THAT THEY ARE INSURED FOR PROPERTY DAMAGE AND PERSONAL INJURY, NO LESS THAN \$250,000 FOR THE FORMER AND \$500,000 FOR THE LATTER, AND THAT THIS EVENT WILL BE COVERED. VILLAGE RESERVES THE RIGHT TO DEMAND PROOF OF COVERAGE.

Signature of Applicant

Title

Note: Village reserves the right to cancel use at any time to meet the needs of the Village, or in its best interest as determined by the Village Clerk, Village Board or designee

Address: _____

Phone: _____

Email _____

(Do Not Write below – for Official Use Only)

Approval Date _____

Village of Montebello Village Clerk/Treasurer or Deputy Clerk Signature _____

Security Deposit Check # _____ (*attached to application – to be returned to applicant 3-5 days after event and upon successful clean-up of facility*)

Rental Fee: _____ Check # _____ Date: _____

DR. JEFFREY OPPENHEIM COMMUNITY CENTER

350 Haverstraw Road, Montebello, NY 10901

Rules & Regulations

1. Applicants wishing to use the Dr. Jeffrey Oppenheim Community Center shall first apply to the Village Clerk/Deputy Clerk on the prescribed form. No reservations of the facility will be made until this application is returned and fee and security deposit received by the Village Clerk/Deputy Clerk, and the application approved. The Village Board of Trustees or designee has final authority on approval.
2. The hourly fee for use of the facility, and the security deposit, as established by the Board, are payable upon submission of application. If the application is denied, the fee and deposit will be returned or refunded.
3. When decorating the facility nothing is to be attached to any lights or sprinklers or to control or sensor devices. Nothing should be taped or tacked (nails, tacks, scotch tape) onto the walls or attached to the ceiling that causes permanent marking or damage.
4. All applicants using the facilities must clean up afterwards. Tables and chairs must be restored to their original locations. All garbage will need to be collected and placed in the outside dumpster.
5. The Community Center is a Non-Smoking facility. There is to be No Smoking inside the building.
6. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be asked to leave the premises and shall forfeit any fee paid. In appropriate cases, the police will be called.
7. Any damage to the facilities, inadequate clean-up, or any damage or loss of Village property shall be rectified at the user's expense. No exceptions. At the Village's discretion, it shall have the work performed or it shall inform the user of the need. In the latter case the Village will act if the user fails to do so expeditiously and properly in the Village's judgment. If the cost of the repair, replacement, or clean-up exceeds the security deposit, the Village will seek compensation from the user and/or guarantor in its discretion. Amongst other remedies, in the case of serious damage in the judgement of the Village it reserves the right to demand restoration from the user's insurer.
8. No Village property is to be altered or removed from the premises.
9. Activity shall be restricted to the specific area for which permission is granted. The activity shall not extend beyond the hours approved in the request. (The Community Center is available from 10:00 a.m. to 10:00 p.m.) Regular use will not be approved without the action of the Village Board, and with the understanding that the Village retains the discretion to cancel at any time.
10. The person or persons in charge of the activity shall be present before the activity is due to start and shall remain with the group until all have left the premises and property, and such have been returned to their original condition.

11. All activities shall always require the presence of an adequate number of supervising adults. There shall be at least one chaperon for every 10 attendees under the age of 18; chaperones must be over the age of 21.
12. The approval of the use of facilities is understood as secondary to the needs of the Village and is revocable at any time by Village Clerk or Village Board or designee with or without cause.
13. As may be revised by the Village Board by Resolution from time to time, fee for use of the Center by Resident is \$50 per hour; Village non-profit based organizations-first rental will be granted two (2) hours of rental for the one (1) hour regular rental fee of \$100.00, and \$100 per hour thereafter, which is the rate for all other not-for-profit organizations. The security deposit, which may be revised by the Village Board, is \$500.
14. To the maximum extent permitted by law, all Users, whether individuals or organizations, must indemnify and hold the Village, its employees offices, or agents harmless, and must defend same, against the consequences of said use, whether in the form of claims for property damage or personal injury of any kind, all as more particularly set forth in the associated form which shall be completed before a Notary as referenced to the Application.
15. In the case of an individual User, or in the case of an organization, a responsible person or officer shall sign the Application as guarantor of any clean-up costs or damage or stolen property loss caused the Village by such use should such exceed the security deposit. Such guaranty should be part of the application.
16. No admission fee may be charged except if reasonably calculated to cover the cost of materials given to participants for use in the program, or to fundraise for a not-for-profit based organization.
17. After the rental period, the Village will conduct a post-use inspection and will note any breaches of contract and related deductions from the security deposit, if any. If none, the Village will refund the security deposit within 10 days of the date of the event.

****Please see attached policy if serving alcohol. Note: if you plan on serving alcohol, such changes fee and deposit, a part of which becomes non-refundable.**

DR. JEFFREY OPPENHEIM COMMUNITY CENTER

350 Haverstraw Road, Montebello, NY 10901

FACILITY USE/HOLD HARMLESS AGREEMENT

_____ does hereby covenant and agree to

(Organization or Individual User Name)

defend, indemnify and hold harmless the **Village of Montebello**, its Village Board, and its agents, servants, officers and employees, from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the maximum extent permissible by law, arising out of or in connection with the actual or proposed use of the property, facilities and/or services of the **Village of Montebello** by

_____ Organization or Individual User Name

and/or the activities, functions, events affairs or proceedings of

_____ Organization or Individual User Name

The undersigned is 18 or more years of age and has been duly authorized and empowered by the organization or entity named above to execute this Agreement on behalf of said organization or entity, unless for himself/herself as an individual user. He/she agrees to comply with the attached rules and regulations, and the application form. He/she certifies that the information set forth in the application is true and correct in all respects. Signatory hereon also personally guarantees to pay for any property damage or lost property or clean-up costs incurred by Village due to the use, to the extent exceeding the security deposit.

Signature of Organization Representative or Individual User

Address

Print Name/Title

Telephone #

DR. JEFFREY OPPENHEIM COMMUNITY CENTER

350 Haverstraw Road, Montebello, NY 10901

ALCOHOL POLICY

Allowance of Beer and Wine at the Dr. Jeffrey Oppenheim Community Center

It is the policy of the Village of Montebello to allow for the consumption of beer and wine in the Community Room of the Dr. Jeffrey Oppenheim Community Center at certain events. This policy may be terminated at any time by the action of the Village Board of Trustees. Alcohol is permitted to be served in accordance with the "Rules and Regulations for the Service of Beer and Wine" in the Community Room of the Dr. Jeffrey Oppenheim Community Center, only. NO distribution or consumption of alcoholic beverages is allowed without PRIOR consent from the Village.

RULES AND REGULATIONS FOR THE SERVICE OF BEER AND WINE

1. Alcohol beverages ("beer and wine") are only permitted with the written permission of the Village Clerk, or the Clerk's designee upon application, based upon a determination by the Clerk that said consumption is appropriate to the event, representation in the form required by the Village that the rules herein will be strictly observed, making of a returnable security deposit and payment of the alcoholic beverage permit fee as required herein. The Clerk shall have the right to deny a permit to any applicant. Appeals from the denial of such an application may be made to the Village Board of Trustees.
2. The only alcoholic beverages permitted on the premises shall be beer or wine. **No hard liquor or spirits are permitted.** The applicant is responsible for removal from the premises of all beer and wine containers, and fully cleaning the Center and its environs.
3. No alcoholic beverages may be served after 10:00 p.m. on Sunday through Thursday, or after 12:00 a.m. on Friday and Saturday.
4. Service and consumption of wine and beer shall only be allowed in the Community Room, and such is not permitted in the lobby or outside the building on the grounds.
5. Alcoholic beverages may be served to and consumed only by a person attending the event for which the room or area of the Community Center was rented.
6. NO alcoholic beverages may be served to a minor (under 21).
7. NO alcoholic beverages may be served to a person appearing to be intoxicated.
8. The person, organization, or group hosting the event must provide the alcoholic beverage, and also adult supervision of the serving and consumption of alcohol.
9. The alcoholic beverage must be free to those attending the event. NO compensation of any nature may be exchanged for the alcohol beverage. Examples of prohibited activity under this section include, but are not limited to the following: donations, advanced sale of tickets, tips, payment of any kind to host or organization in exchange for the alcoholic beverage, payment for food or music with the alcoholic beverages served free, etc.
10. Applicants requesting to serve beer or wine shall agree to **HOLD HARMLESS, INDEMNIFY AND DEFEND**, the Village of Montebello, its agents, officers and employees, from any claims, liabilities, penalties, fines or for any damages to the goods, properties or effects of Applicant or any of the Applicant's representatives, agents, employees, guests, licenses, invitees, patrons or clientele or any other persons whatsoever, and from personal injuries to, or death of them or any of them, whether caused by or resulting from any acts or omission of Applicant in or about the premises or from any other causes or reason whatsoever relating to use of the premises. Applicant further agrees to indemnify and save free and harmless the Village of Montebello and its authorized agents, officers and employees against all liabilities, loss and damages of any nature whatsoever including all expenses, court costs and attorney's fees which the Village shall or may at any time sustain or be put to by reason of any liability for which the Applicant is responsible in connection with its operations within the building and grounds of the Community Center, and any consequences thereof.
11. The person, organization, or group hosting the event must immediately notify the police if any identifiably inebriated person attempts to drive a vehicle from the Community Center, or if any such person acts rowdy or disorderly.

12. In addition to the usual fees associated with rental of the Dr. Jeffrey Oppenheim Community Center, a non-returnable Alcoholic Beverage Permit Fee of \$250.00 shall be paid, as well as an additional security fee of \$500.00 above the usual room usage security fee, which shall be returnable, subject to any clean-up cost, or damage caused the Village. Should clean-up costs and/or damages exceed the security fee, the organization and applicant and persons responsible for the event shall be jointly and severally liable for the difference. These fees may be adjusted by the Village Board from time to time in its discretion.

13. The Applicant must present a Certificate of Insurance made out to the Village for the event in an amount no less than \$500,000.00 per incident, \$1,500,000.00 in the aggregate; indicating that such covers “the rental of the Dr. Jeffrey Oppenheim Community Center for an event at which beer and wine may be served”. The amount of coverage may be adjusted by the Trustees in their discretion from time to time.

14. The Village reserves the right to have a representative or representatives visit the event at its discretion and without advance notice to assure compliance with these regulations. That representatives shall have authority to order immediate correction of any violation of these Regulations and if the applicant does not comply, or the violations are egregious in the judgment of the representative, to order that all imbibing of alcoholic beverages cease and desist, or even that the event be ended and all the attendees leave the premises if the conditions appear to so warrant.

I certify that I have read the above and will abide by the rules and policies as set forth by the Dr. Jeffrey Oppenheim Community Center, and understand violation of any provision herein provided shall lead to immediate termination of the planned event, vacating of the premises and loss of deposit.

Signature of Applicant

Date

Reviewed and Approved by:

Notary Public, State of New York

