

Goshen Senior Center, 100 Trotter Circle, PO Box 217, Goshen, NY 10924

Agreement:

This document shall serve as an agreement between the Goshen Senior Center, 100 Trotter Circle, PO Box 217, Goshen, NY 10924, hereafter called: "GSC", and _____ (User's name) residing at _____ (User's address), who can be reached at (home) _____ or (cell) _____ (telephone number), hereafter referred to as: "User" for the use of the GSC banquet room and kitchen and restrooms, hereafter referred to as: "facilities", in the Goshen Senior Center building located at the above-listed address on _____ (day and date) for a _____ (type of affair).

Section I. Cost and Terms:

Residents/organizations residing within the Village or Town of Goshen shall pay a custodial fee of \$100 for use of the above facilities (a) between the hours of 3 pm and 10 pm on Monday through Friday for the purpose of organization or club meetings, or (b) between the hours of 8 am and 10 pm on Saturday and Sunday for the purposes of social events or meetings. All Users shall provide a \$150 Building Security Deposit. Non-Goshen residents are not permitted the use of these facilities. This agreement is for a maximum of 6 hours of use beginning at _____ and ending at _____. If separate set up time is necessary (usually the day of the use unless there is no use scheduled for the previous night) a \$10 additional fee will be required. **Use time must include both set-up time and clean-up time by the User.** Total User time is included in their **6 hour maximum** user time period. User and all parties involved must **vacate the facility by 10 pm.**

The custodial fees and the Building Security Deposit are due on or before the signing of this agreement to hold User's date on the GSC Rental Schedule. The custodial fees and the Building Security Deposit are refundable in the event the User cancels the rental date. In the event of a returned check, the User agrees to pay GSC \$25.00 for bank charges incurred. In the event of an emergency situation requiring these facilities for use as determined by the GSC Commission this agreement may be cancelled. If this occurs the custodial fees and Building Security Deposit will be returned.

A senior citizen is anyone 55 and older. In order to address restrictions on funding and to ensure future grant money, the GSC Commission is precluded from permitting the use of this facility by non-senior citizens to less than 25% of total senior use. No one User may receive permission to use the facility more than 4 times in one calendar year.

Section II, "Building Security Deposit":

Possible claims against user's security deposit shall include but not limited to:

- (1) Damages. The actual cost of replacement or repair of any physical damage of GSC property either by the User, User's caterer, guests, or other's action directly or indirectly on behalf of the User.

- (2) Overtime. User's failure to vacate GSC facilities by the end of the agreed upon time period shall result in an overtime charge of \$50.00 per hour or any part thereof.
- (3) Failure of the User or the User's caterer to leave the entire facility in the same condition as found shall result in a \$150 for emergency janitorial services.
- (4) Additionally, there is an Automatic External Defibrillator on the premises. If damaged, it will be User's responsibility to replace it.

User shall inspect the facilities at set-up and before leaving the premises after use and advise GSC representative of any damage or condition that the User feels might adversely impact User's security deposit. User's security deposit, less any claims against it, will be returned to the User by mail not more than fourteen days after the use date.

Section III. Insurance:

Proof of insurance is necessary for private organizations using the facilities.

Section IV. GSC Obligations:

Upon User's compliance with the above terms and conditions, GSC agrees to provide the following:

- (1) Access to facility at the agreed upon time.
- (2) Use of the facility on the date specified and for the hours agreed upon.
- (3) Use of tables and chairs.
- (4) Use of refrigerator, stove, oven (for heating food) and microwave in the kitchen.
- (5) Heat or air conditioning regulation as needed.
- (6) Mops, brooms and sponges for cleaning.

It shall be the responsibility of the User to provide detergents, trash bags, paper towels, dishes, utensils, pots, pans, napkins, tablecloths, coffee makers and any equipment not specifically listed above. This agreement specifically does not include such equipment, materials and supplies owned by GSC. If any of these GSC owned items are in the kitchen they are not to be used by the User.

Section V. User's Obligation:

User acknowledges and agrees to abide by the following rules:

- (1) User will contact GSC representative at least seven (7) days prior to use date to arrange for additional access for set up period if necessary. The GSC shall not be deemed responsible for any articles left in the GSC facilities unattended.
- (2) Fire exits may not be blocked at any time.
- (3) User may not exceed the buildings maximum capacity of 167 people.
- (4) Automobiles may not park in the emergency zone in front of the building.
- (5) No use of smoke devices, as they set off the fire alarm system.
- (6) No smoking is permitted inside the building.
- (7) No alcohol is permitted.
- (8) The use of propane, LP gas, barbecue, or other open flame devices in the GSC building is strictly prohibited. Sterno heaters for chafing dishes are permitted
- (9) No cooking is permitted. Reheating or keeping food warm only.

- (10) No third party representation for renting the GSC. The User must be a resident or organization residing in the Town or Village of Goshen (a Town or Village tax payer). If GSC determines that a third party tried to represent another party, the user will forfeit their deposit and will not have access to GSC facilities. This policy will be strictly enforced.
- (11) **User is responsible for bagging and removing their trash.** User's trash must not be left at the GSC or put into the neighboring communities' dumpsters.
- (12) User is responsible for leaving the facility clean.
- (13) **Furniture must be put back to its original position. See Exhibit "C".**
- (14) **No decorations are allowed on the window blinds or blind valences.** Decorations may be pinned to the cork panels and used on table tops.
- (15) User is responsible for keeping guests and entertainment from being unreasonably loud, from littering and from parking or loitering near the neighboring apartments.
- (16) To execute the attached Hold Harmless Agreement (Exhibit "A").

I have read and understand the above terms and conditions and agree to abide by them. I understand that if such terms and conditions are not adhered to, it is the right of the GSC Commission to deny User future use of the GSC facilities.

Signed _____ Date _____

Return one copy of this agreement, Exhibits A and B, rental fee and building security deposit (2 separate checks made payable to Goshen Senior Center) no later than 7 days prior to rental date. Retain one copy of this agreement and Exhibit C for your reference.

(For Internal Use)

Received \$150 building security deposit (check # _____/cash)
 Received \$100 rental payment (check # _____/cash)
 Received overtime payment in the amount of _____ by check # _____/cash)
 Received damages payment in the amount of _____ by check # _____/cash)
 Signed by _____ Date _____

Exhibit "A"

Goshen Senior Center – Hold Harmless Agreement

I wish to use the facility owned and/or maintained by the Goshen Senior Center (GSC). I understand that I will be charged a fee for use, and that, in additional consideration for allowing me to use the facility, GSC expects that I will be legally responsible for all that may occur relative to my activities, and that I will further hold the GSC harmless for all claims of any type that might result from my activities. Specifically, I understand:

1. The GSC does not supervise my activities or the facilities in any fashion including the service of alcohol. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations.
2. I cannot rely upon the GSC for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to utilize the facility, the GSC is also making no assurances whatsoever that no harm will come to me, my invitees, or my guests either by my activities, or by the facility itself. I am fully responsible to ensure that the facility is adequate to engage in my activities safely, and in the event that I deem that they are not, I will refrain from any activities. This will be my sole responsibility.
3. I understand the activity that I will engage in and the risks associated with the activity. The GSC provides me with no information in this regard, and that in the case that I am not able to hold the activity safely I will refrain from any activities. This will be my sole responsibility.
4. Not only do I agree to be legally responsible and defend, indemnify, and hold harmless the GSC or any of their agents or employees for any claims, including those resulting from alleged acts of negligence on any of their part.
5. It is my knowing intention to provide the GSC, and any of their agents, employees or members the broadest protections against lawsuits that are available.
6. I have read the above information, agree to it, and have had an opportunity to ask any questions that I have. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this agreement on behalf of the organization, and the organization's members.

Signed: _____ Organization (if applicable): _____

Date: _____

Exhibit "B"

- Received signed Rental Agreement, signed Hold Harmless Agreement, Rental fee and Security Deposit.
- Received a copy of current Organization Insurance Policy (if applicable).
- Explained condition facility is expected to be in upon conclusion.
- Explained GSC's smoking policy.
- Explained GSC's alcohol policy.
- Explained GSC's policy regarding noise disturbance, loitering, parking and littering.
- Explained GSC's trash removal policy
- Advised Goshen Village Police Department of rental activity.

The above information has been explained to me and I have had the opportunity to ask any questions that I may have.

Signed: _____ Date: _____

GSC representative: _____