

TOWN OF ORCHARD PARK Community Activity Center

4520 California Road Orchard Park, New York 14127-2609
(716) 662-6400 x 4520 FAX (716) 662-1319
E-Mail: opcac@orchardparkny.org

TO: Facility Users
FROM: Sue Hemingway, Orchard Park Community Activity Center Coordinator
RE: OP Community Activity Center Rental

Attached are the forms and information needed to request the use of facilities at the Community Activity Center under the jurisdiction of the Town of Orchard Park.

1. Complete an Application for Use of Facilities for each space / program request. Please list each individual day and time the space will be used; blanket requests we will not be reviewed. Please be sure to read all attachments and agree to the attached facility use regulations.
2. Submit your completed application to the Activity Center Coordinator for review.

Gym use is assigned on a seasonal bases:

<u>Season</u>	<u>Dates</u>	<u>Requests Due</u>
Fall	Sept – Nov	August 1
Winter	Dec-Mar	October 1
Spring	April-June	March 1
Summer	July-Aug	June 1

** resident requests will receive priority provided they are received by Due date above
**requests received after the due date will be reviewed on a space available bases*

Requests for use of meeting, dining, and multi-use rooms will be accepted up to one year prior to event date. Requests must be received at least five working days prior to the event to be considered.

3. If space is available and your event date(s) are approved, you will be notified by the Activity Center Coordinator and asked to provide payment and appropriate certificate of insurance. **Facility Use Permit will not be issued until payment and insurance requirements are met.** (Acceptable forms of payment: Cash, Check, and Credit.)
4. Cancellations **must be emailed** to opcac@orchardparkny.org at least 48 hours prior to scheduled event to be eligible for refund.

*Contact the Activity Center by emailing or calling:
OPCAC@orchardparkny.org or 716-662-6400 ext. 4520*

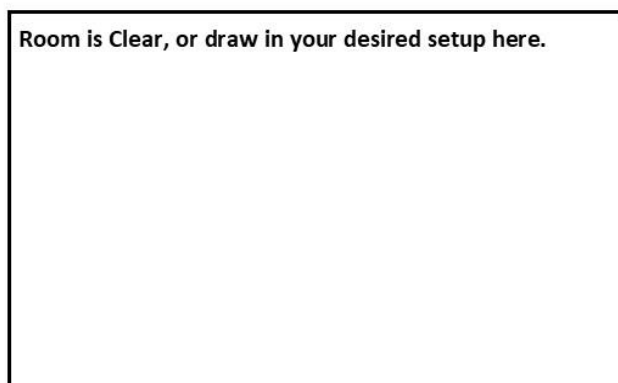
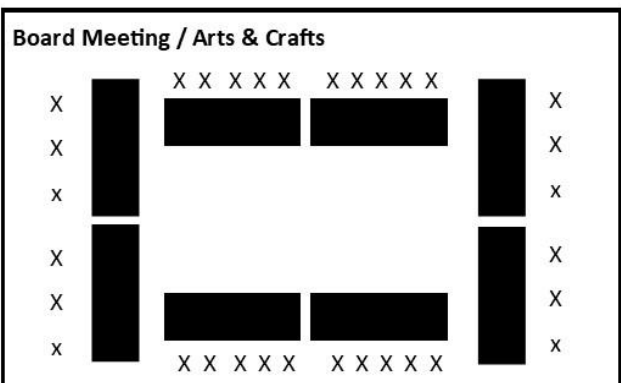
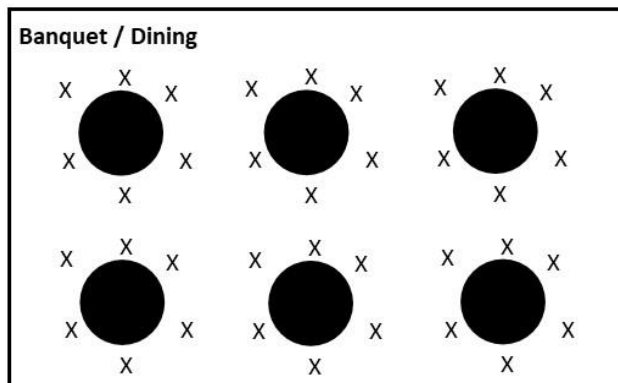
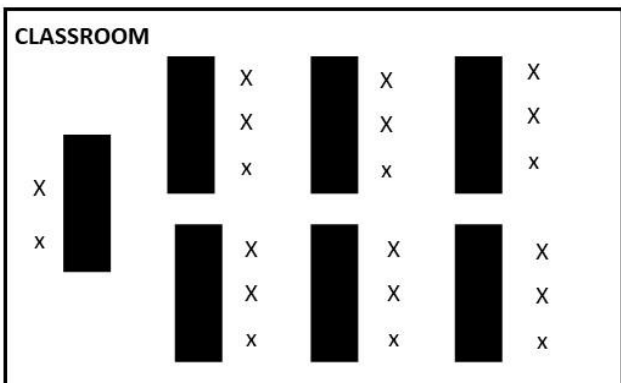
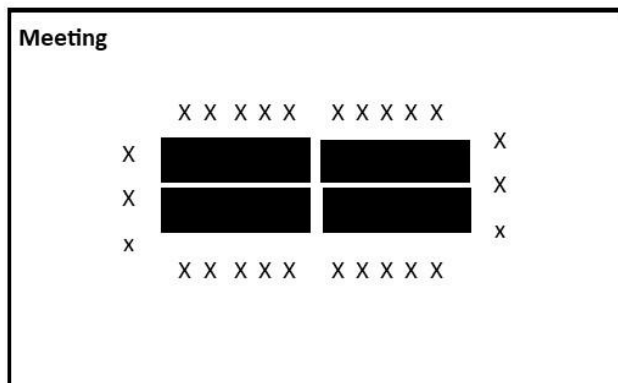
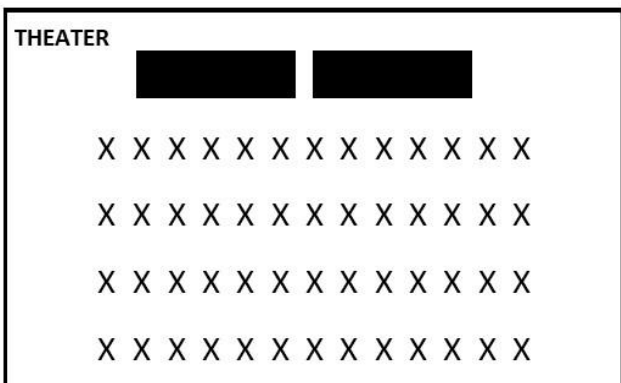
TOWN OF ORCHARD PARK Community Activity Center

4520 California Road Orchard Park, New York 14127-2609

ROOM SET-UP OPTIONS

Please indicate your room setup preference and any special requests below.

Note: drawings are not to scale; they are for concept only. Actual table size/shape may vary.



Event Date _____ Name of Event _____

Please indicate any special requests here: _____

Town of Orchard Park Facility Use Permits Procedures and Guidelines

The renting organization shall be required to adhere to the following conditions:

- a. The renting organization/person assumes the responsibility to inform all individuals involved that the Town does not carry medical insurance to cover injuries to participants or spectators.
- b. All insurance certificates required by the Town of renting organizations/individuals must be current and on file with the Community Center Coordinator before any facilities are used.
- c. The renting organization/person assumes responsibility for the conduct of the persons and organizations using the facilities for any damages to Town property which may result from its use by the renting organization/person.
- d. The renting organization/person shall further be held responsible for the strict adherence to all rules and regulations of the Town of Orchard Park.
 - i. Renters are not permitted to “sublet” facilities to other organizations or persons.
 - ii. Renters must provide a certificate of insurance with organization/team/league specifically mentioned, indicating commercial General Liability coverage with a limit of no less than **\$2,000,000 per occurrence**, and the **Town of Orchard Park named as an additional insured, including proof of worker’s compensation and disability (or CE-200 exemption)** See SAMPLE attached noting all required limits.
 - iii. Permits cannot be issued until the Activity Center has received a certificate of insurance (or this requirement has been waived).
 - iv. The Activity Center must be notified of any change in specifics listed on permits. New Permits will be issued noting the changes.

INDEMNIFICATION AGREEMENT:

The (RENTOR) _____ agrees to defend, indemnify and hold harmless the Town of Orchard Park from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from Town of Orchard Park by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the (RENTOR) _____, Town of Orchard Park, or by third parties, or by the agents, servants, employees or factors of any of them.

I have read and understand the rules governing the use of the areas assigned and I, and all members of my team/league, will abide by it. I further understand that failure to abide by the rules can result in permit(s) being revoked.

Signature _____

Printed Name _____

Date _____

Town of Orchard Park

Community Activity Center – Rules for Facility Use

The renting organization shall be required to adhere to the following conditions:

General

- Orchard Park Community Activity Center will provide tables and chairs when requested.
- Food and beverages to be brought in by either the responsible party or a caterer. The responsible party must supply the plates, cups, table coverings, utensils, etc. Any and all leftover food items must be discarded or removed at the end of the event.
- Protective coverings must be used on all tables for events involving food, arts/crafts, and any other messy material. Table coverings must be provided by the rental group.
- All rooms/ gyms must be returned to pre-event condition. An additional fee of \$50 will be assessed for housekeeping for rooms not left in a reasonable manner or for damages.
- Decorations are permitted, however, no tape, tacks, etc. are to be used on walls, windows, curtains, blinds, or woodwork. The use of glitter or confetti is prohibited, and decorations are not to be tied, taped, wrapped or wired to the ceiling in any way.
- The use of helium balloons is prohibited in the lobby area as optical beam smoke detectors may be triggered causing an unnecessary fire alarm and building evacuation.
- Trash receptacles will be made available; extra liners will be in the bottom of the receptacle
- The Orchard Park Community Activity Center is a tobacco free facility.
- Children under age 12 must be supervised by an adult at all times.
- The conduct of all individuals attending the event is the responsibility of the responsible party. Each attendee must be in strict compliance with Town of Orchard Park ordinances and State and County laws applying to capacity, consumption of alcohol and public decorum. Any individual that does not comply will be asked to leave.

Gym

- There is no food or drink permitted in the gym except water.
- Sneakers with rubber soles only are permitted on the courts.
- Organizations are required to provide their own equipment and remove it at the conclusion of the rental. Town of Orchard Park is not responsible for theft or vandalism of equipment left unattended.
- Hanging on the basketball rims is prohibited.
- Baseball – no batting (use of indoor quality balls only ie. tee balls, tennis balls, IncrediBalls)
- Baseball – protective floor mats must be used under catcher’s equipment.
- Lacrosse – tennis balls only
- Gym damage should be reported to the Community Activity Center Coordinator immediately.
- Groups should not arrive any more than 10 minutes before their stated “start” time.
- Groups are expected to conclude activities by the stated “end” time on their permit. Any cleanup should take place prior to the “end” time.
- Please use the lobby viewing area to gather as needed before and after allotted gym time.
- Renting party is required to monitor bathrooms.
- Renting party must stay on premises until all youth participants have been picked up.

Alcohol: Beer and wine is permitted with the following conditions:

- Individuals under age 21 are not allowed to be served or consume alcoholic beverages on the premises.
- Caterers serving must provide copy of appropriate license to community center coordinator prior to event.
- Family gatherings providing their own food / beverage may serve beer and wine. All beverages must remain in the room where the activity is being hosted. Open containers will not be permitted elsewhere in the building.

Weather Statement:

- The Community Activity Center will remain open (as scheduled) in inclement weather unless there is a travel ban and roads are closed.

I have read and understand the above rules and understand that I will be held responsible for any damage resulting from the use of the facility.

Facility Renter Signature (Print Name): _____

SAMPLE CERTIFICATE OF INSURANCE

Use of Facilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
INSURED	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Participant Liability	X	X				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	X	X				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	<input checked="" type="checkbox"/> Liquor liability						Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Insurance is provided on a Primary and non-contributory basis: Town of Orchard Park Additional Insured endorsement CG-2026 or equivalent

CERTIFICATE HOLDER Town of Orchard Park 4295 South Buffalo St Orchard Park, NY 14127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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