

Village of Amityville
21 Ireland Place, Amityville, NY 11701
Phone: (631) 264-6000 Fax: (631) 598-0363

Application for: USE OF AMITYVILLE BEACH PAVILION

Date: _____

Name of Applicant _____

Address _____

Phone _____ Email _____

Organization (if applicable) _____

Date of Event _____ Time: From _____ To _____

Type of Event* _____ No. of People Expected _____

***NOTE: Use of the Pavilion, beach facilities and surrounding grounds for events with individual vendors such as a Farmer's Market or Flea Markets is prohibited.**

Please check which facilities you want to use: Kiwanis Pavilion Service Building

NOTE: Reservations will not be accepted for use of the Wes Robinson Pavilion (small picnic area). Use of this area is prohibited in accordance with Village policy.

Will there be music**? Yes No Type: DJ Band Other _____

****In accordance with Village code, no amplified music may be played after 9:00 p.m. (including bands, DJ, stereos, etc.). Any reported problems in this regard will result in the forfeiture of your deposit. If the Amityville Police Department receives a complaint regarding the noise level, it may result in a fine and could jeopardize future requests for the use of the facility.**

Certificate of Insurance Requirements

- Will there be any additional items: e.g., blow-up slides, bouncy house, etc. Yes No
- Will you be renting the pavilion for a business, organization or school function or on behalf of a business, organization or school? Yes No

IF YES, please indicate and be advised that a Certificate of Insurance must be provided with the application naming the Village of Amityville, 21 Ireland Place, Amityville, NY as additional insured. The following policy limits apply: **\$2,000,000** in the aggregate and **\$1,000,000** for each occurrence.

NO ALCOHOLIC BEVERAGES PERMITTED

Signature of Applicant

By signing above, applicant acknowledges receipt of Instructions for use

Fee Amount Paid: _____

Processed by: _____

Date: _____



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Instructions for the use of the Amityville Beach Pavilion

1. The user fee and the refundable deposit are based upon the number of people in attendance. (Schools and churches and not-for-profits are not charged the user fee for weekday use only, but must pay the refundable deposit.)

Under 100 people - \$150 user fee and \$100 refundable deposit

Over 100 people - \$200 user fee and \$150 refundable deposit

The ballfield lights are not included in the pavilion rental; additional fee required.

2. The applicant will be held **responsible for locking the service building and leaving the premises neat and clean** with the exception of garbage disposal, which is provided by the Village. Garbage bags are available at a cost of \$5.00 for a pack of 10 bags.
3. Keys for the service building and trash bags are to be picked up at Village Hall the day before your event date. **The refundable deposit is also due at that time.** Village Hall is open from 8 a.m. to 4 p.m., Monday through Friday.
4. **The keys must be returned to Village Hall no later than the first working day after your event.** Your deposit will be refunded after the facilities are inspected, which includes the kitchen and restrooms, and determined they were left neat and clean and locked. Any damage to the premises will be charged to the applicant, in addition to forfeiting the deposit. **IF THERE IS A LOST KEY OR A CALLOUT FOR A DPW EMPLOYEE, YOU WILL BE CHARGED FOR COSTS INCURRED: \$ 25.00 FOR A LOST KEY AND \$ 200.00 FOR A DPW CALLOUT.**
5. **MUSIC** - In accordance with Village code, **no amplified music may be played after 9:00 p.m.** (including bands, DJ, stereos, etc.). Any reported problems in this regard will result in the forfeiture of your deposit. If the Amityville Police Department receives a complaint regarding the noise level, it may result in a fine and could jeopardize future requests for the use of the facility.
6. **The Indemnification agreement must be signed and returned to Village Hall before keys to the Service Building are delivered. It is located on the back of the application.**

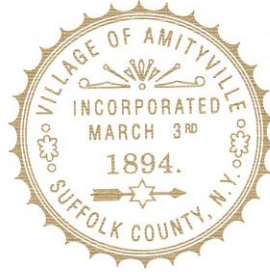
Thank you for your cooperation and best wishes for a successful day.

Mayor
Dennis M. Siry

Village of Amityville

Clerk/Treasurer
Catherine C. Murdock

Trustees
Kevin P. Smith
Owen E. Brooks, Jr.
Thomas Whalen
Michael O'Neill



Assessor
Thomas Donato

Building Inspector
Bryan Donato

Village Attorney
Bruce Kennedy

Superintendent of Public Works
Bruce S. Hopper

INDEMNIFICATION

Re: Village of Amityville – Use of Beach Pavilion

To the fullest extent permitted by law, _____, residing at
Applicant

or with offices at _____,
(Insert address)

(Applicant/Indemnifier), agrees to indemnify, hold harmless and defend, the Village of Amityville, with offices at 21 Ireland Place, Amityville, NY 11701, and its officers and employees (collectively, “the Village”) from and against any and all claims, damages, suits, losses or expense, including but not limited to the Village’s attorney’s fees, arising out of Applicant’s use or activities conducted at the Amityville Beach Pavilion or any other structure, field or facility within the Beach Park; provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, or death, as well as injury to or destruction of tangible property, including loss of use resulting therefrom, whether or not such claims, in whole or part, arise out of the intent, negligent acts or omissions of the Applicant/Indemnifier, their guests, invitees, licensees, contractors, or any other person or entity, directly or indirectly participating in Applicant’s function, or performing work and/or services on the Indemnifier or its agent’s behalf; including anyone whose acts Applicant/Indemnifier may be liable for, whether or not such claim, damage, loss or expenses is caused directly by the Applicant/Indemnifier hereunder. Such obligation shall not be construed to waive, negate, abridge, or reduce any other rights or obligations, or indemnify which would otherwise be owed to the Village of Amityville by any third party or person above.

I agree to the above:

Signature: _____

Date: _____

Print name: _____

Title: _____

Witness: _____