

**Big Flats Community Center
476 Maple Street
Big Flats, NY 14814
(607) 562-8443 ext. 303
TDD-711**

This application packet contains the Community Center Use Policy, Facilities Request/Room Reservation Form, and Community Center Use Agreement Form.

Please read all the information and return the following to assure room rental:

1. Facilities Request/Room Reservation Form
2. Community Center Use Agreement Form
3. Certificate of Insurance naming the Town of Big Flats as an additional insured for the day and time of your event in the amount of \$300,000
4. Proof of 501 c 3 for a Non-Profit Organization
5. Security deposit
6. Rental fees
7. Room Set-Up

The above requirements may be dropped off at the Community Center office or mailed to the address above. The Community Center office hours are Monday through Friday, 8:00 AM to 4:00 PM. If you have any questions, please call 562-8443 ext. 303 or e-mail communitycenter@bigflatsny.gov.

Thank you,
Patricia Hartigan-Huten
Director of Recreation

Town of Big Flats
COMMUNITY CENTER USE POLICY
(Adopted per Town Board Resolution No.148-04 on June 9, 2004)
Updated November 19, 2014
Updated August 25, 2021

Section 1: Limitation on Use and General Rules

The use of the Big Flats Community Center shall be primarily by civic-oriented, non-profit groups, persons, governmental agencies and businesses operating within the Town upon receipt and approval of the necessary application as set forth herein. Said use shall be upon approval of the Big Flats Community Center Director and/or Town Supervisor. Once approved, the applicant shall be issued a permit to use the Big Flats Community Center. A copy shall be retained by the Town.

Groups or organizations using the Big Flats Community Center shall comply with all laws of the United States, the State of New York and the Town of Big Flats. The Big Flats Community Center is available for use as set forth herein, regardless of race, color, national origin, religion, marital status, gender, age, disability or veteran status. The Big Flats Community Center Director, Town Supervisor or Town Board of the Town of Big Flats may revoke any permit previously granted if it is determined that the application for permit contained any misrepresentation or false statement, or that any terms or conditions set forth in the applicable Town policies governing the permit requested are not being complied with, or that the safety of the patrons or visitors to the Big Flats Community Center is endangered by the continuation of such activity.

The Town requires a member of its staff or other designated party to be on the premises whenever the Big Flats Community Center is in use pursuant to a permit issued hereunder.

Each group, organization, agency or person using the Big Flats Community Center must designate one person by name, address, and phone number who will serve as the contact person for communication from and to the Town. Each group, organization, agency or person using the Big Flats Community Center shall leave all Town property in the condition in which it was found. Misuse of the Big Flats Community Center, misconduct of using groups, organizations, agencies or persons, or other abuse of privileges extended shall be reported to the Big Flats Community Center Director, Town Supervisor or Town Board. The Big Flats Community Center Director, Town Supervisor or Town Board may take such action as it considers appropriate, including but not limited to, suspension of privileges of using the Big Flats Community Center, refusing continued recognition of the individual designated as the responsible person by such user as required above, and/or requiring the group, organization, agency or person to reimburse the Town for damages suffered and extra expenses incurred.

Meeting groups may be moved to another room location at the discretion of the Community Center Director if the need arises. Recurring event applications need to be renewed annually. A reminder will be sent from the Community Center office. Renewals of Town recurring events will have preference over new applications.

Section 2: Application

- A.** Applications shall be submitted in writing to the Big Flats Community Center Director at least 30 days prior to the date the use of the facility is requested. All application approvals are based on availability of the facility and personnel and at the discretion of the Town.
- B.** The names and addresses of those officers or persons in charge of said group, organization, agency or persons using such facility who shall be individually responsible for the care, use and possible damage to said facilities, buildings, equipment and/or furniture shall be submitted with said application. Said individuals shall be a minimum age of 21 years.
- C.** Applications from groups, organizations, agencies, or persons consisting of children or youth groups must be filed by a responsible adult. Children under the age of 18 need adult supervision equal to one adult for every 10 minors or a fraction thereof. For example, if there are 11 minors present, two adults are needed.
- D.** A permit application shall be granted only if the holding of such use shall not interfere with functions relating to the Big Flats Community Center's governmental use. Example: The Big Flats Community Center is an official evacuation site. All activities would be canceled in a declared emergency. In such circumstances the security deposit and prepaid fees would be returned pursuant to the normal procedure of the Town of Big Flats.

Section 3: Security Deposit, Fees and Cancellations

Security Deposit:

- A.** Security Deposits will be assessed per the available fee schedule as approved by resolution of the Town Board. All security deposits will be due within 3 working days of the application's approval.
- B.** Such security deposit shall be used in the event of any damage to the Big Flats Community Center or towards the restoration of the property to its proper condition as a result of the use of the Big Flats Community Center by the applicant. The security deposit shall be returned, pursuant to the normal procedures of the Town of Big Flats, at the end of the scheduled use if no damage or restoration payments have been assessed as determined by the Big Flats Community Center Director. In the event the Big Flats Community Center Director is unavailable, such action may be taken by the Big Flats Town Supervisor. An example of misuse include but are not limited to; Failure to disclose the true nature of the activity or sponsor.

Fees:

- A. Fees for the use of the Big Flats Community Center shall be determined by Big Flats Town Board Resolution. Any extraordinary or unusual costs incurred by the Town as a result of the use of the Big Flats Community Center shall be charged to the user.
- B. Applications that will require the Town to pay an employee for services that would not otherwise be performed may only be approved by the Town upon the agreement of the applicant that it will pay a fee equal to the employee's hourly rate of compensation, plus the hourly cost of fringe benefits paid for the benefit of the employee times the number of hours the employee works as a result of the applicant's use of the facility.
- C. Rental fees for all applications are due at the time the application is submitted.

Cancellations:

- A. Users who need to cancel their activity must call the Big Flats Community Center Director 48 hours in advance for weekday activities and by 5:00 pm the Wednesday prior for weekend activities.
- B. Late cancellations may result in forfeiture of the security deposit and the applicant may be charged 50% of the rental fees.

Section 4: Insurance

All groups or organizations planning events for the Big Flats Community Center shall agree to assume liability for any damage caused by the use of or done to any Town of Big Flats property and otherwise hold the Town harmless from any personal or property damage as set forth in the application. A certificate of insurance should be provided (if not otherwise waived as set forth below) prior to the date of the event in the minimum amount of \$300,000 liability, naming the Town of Big Flats as an additional insured. A certificate of insurance must be provided prior to the date of the event in the minimum amount of \$500,000 liability for events selling and/or serving alcohol, naming the Town of Big Flats as an additional insured. The Big Flats Community Center Director may accept and grant or deny an application for a waiver for good cause shown and if it is denied the applicant shall be immediately notified that it has been denied and it will be submitted to the Town Supervisor or his/her deputy for approval of the denial or a reversal of the denial. Such determination shall be at the discretion of the Town Supervisor or his/her deputy but will essentially be based on the evaluation of the risk that the proposed activity could result in significant harm to any person or property. Should the denial be affirmed then the applicant will be notified immediately and the denial shall be submitted to the full Town Board for its approval or denial at the next Board meeting. The Town of Big Flats shall not be liable for any claims for injury or damages resulting from or arising out of the use of the Big Flats Community Center or any other Town property, real or personal, as approved under the applicant's permit. Further, the permit holder shall agree to indemnify and defend the Town and hold it harmless against any and all such claims, damages, losses and expenses.

The applicant agrees to release and forever discharge the Town of and from all, and all manner of all causes of action, suits, controversies, claims and demands whatsoever, in law or in equity, which the user has or which the user or his/her/their heirs, successors and assigns may have, resulting from the foregoing use of the facilities of the Town.

Section 5: Town Sponsored Programs and Groups

1. Town sponsored programs and groups need to be approved by the Director of the Community Center and Town Board.
2. Town sponsored programs and groups are open to the public.
3. No money can be collected by program and group instructors, leaders, or participants.
4. Program and group supplies will not be provided by the Town.
5. Each program and group must have a designated contact person.
6. The Community Center Use Policy shall remain in full force and effect for Town sponsored programs and groups with the exception of Section 3: Security Deposit, Fees and Cancellations and Section 4: Insurance.

Section 6: Rules Governing Use

The Big Flats Town Board may, by resolution, make additional rules and regulations governing the use of said Big Flats Community Center and all other Town facilities; including prescribing insurance coverage, security deposits and commitments of responsibility of cleaning said facilities after use. Further, the following rules apply to the Big Flats Community Center building and adjoining Big Flats property:

1. Consumption of tobacco products are prohibited on the premises.
2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is absolutely prohibited. Violation of this use policy will result in appropriate disciplinary and/or legal action.
3. The possession or use of a dangerous weapon is prohibited. Violation of this use policy will result in appropriate disciplinary and/or legal action.
4. No pets are allowed in the Big Flats Community Center building. All pets on Big Flats Community Center grounds must be leashed and all animal waste must be scooped by the owner and removed from the grounds.
5. Marijuana and marijuana products are prohibited.
6. Alcohol:
 - a. No person shall possess, carry, or consume alcoholic beverages on the premises unless so authorized by permit issued by the Big Flats Community Center Director and/or Town Supervisor. Such permit shall include those restrictions and conditions deemed necessary by the Big Flats Community Center Director and/or Town Supervisor. Prior to the issuance of the permit, the Town Attorney shall determine the limits of insurance liability coverage to be required from all applicants seeking such permits. Such permits shall be subject to the review and approval of the Big Flats Community Center Director and/or Town Supervisor.
 - b. Alcoholic beverages can only be sold and/or served by a caterer or other vendor who has been issued the necessary licenses and/or permits by the New York State Liquor Authority.
 - c. Caterers and vendors are responsible for obtaining any necessary licenses and/or permits issued by the New York State Liquor Authority.
 - d. Caterers and vendors must submit a copy of any licenses and/or permits issued by the New York State Liquor Authority to the Big Flats Community Center Director.
 - e. No person shall possess, carry, or consume alcoholic beverages on the premises unless a caterer or other vendor licensed has been permitted to sell and/or serve alcoholic beverages by the New York State Liquor Authority.
 - f. Alcoholic beverage possession, carrying, and consumption is only permitted in the Big Flats Community Center kitchen and Great Room.
7. Unlicensed gambling is not permitted on premises.

- 8.** No open flames are allowed except for caterers' warming dishes.
- 9.** With regard to decorations, no wall, ceiling, floor or seat covering decorations shall be utilized. The use of adhesive tapes, tacks, glues, etc. is strictly banned. In addition, any and all decorations must be non-combustible and shall not have a pyroxylin or nitrocellulose base. Questionable decorations must be pre-approved by the Big Flats Community Center Director or the Director's designee.
- 10.** All Big Flats Community Center property shall be restored to the same condition as such property existed at the time such property was utilized hereunder.
- 11.** If any damage occurs to Big Flats Community Center property utilized hereunder, the applicant shall be fully responsible for any such damage and shall reimburse the Town accordingly, beginning with forfeiture of the security deposit.
- 12. Kitchen:**
 - a.** The rental of the Big Flats Community Center kitchen, issuance of a permit, and the issuance of any necessary permits by the Chemung County Health Department shall allow the applicant and its members, agents, and employees to use the Big Flats Community Center kitchen for storing and serving food during the approved event of the applicant listed on the Facilities Request/Room Reservation Form and made a part hereof.
 - b.** The applicant, its members, agents, and employees shall be responsible for the safe and proper use of the Big Flats Community Center premises and all equipment thereon. The applicant shall train, supervise, and control the use of the premises and its equipment and comply with all governmental rules and regulations, including obtaining any necessary permits issued by the Chemung County Health Department. The applicant shall also keep anyone under sixteen (16) years of age out of the kitchen and no one under the age of eighteen (18) years of age may cook or use any Town equipment.
- 13.** Applicants shall be restricted to the room(s) indicated on the Facilities Request/Room Reservation Form, and/or the weekly Schedule.
- 14.** The Community Center is a temperature and humidity-controlled environment, therefore the doors and windows must remain closed.
- 15.** Any collection of fees or dues needs to have prior approval when meeting at the Big Flats Community Center.
- 16.** Reservations are not assignable or transferable.

Please Sign and Return to the Big Flats Community Center:

Town of Big Flats Community Center Use Policy

I acknowledge receipt of the Town of Big Flats Community Center Use Policy and have duly read and agree to abide by said policy:

Signature of Individual or Organization's Representative

Date

Town of Big Flats Community Center - Facilities Request/Room Reservation Form

Event Details:

- Date: _____ Day of the Week: _____
- Time: _____ AM / PM to _____ AM / PM * *(Include time for Set-Up and Clean Up)*
- Recurring Event: ____ Yes ____ No
 - o *Frequency of Recurring Event:* _____
- Room Requested: 1st Choice: _____ 2nd Choice: _____
- Kitchen Use: ____ Yes ____ No
- Number of Attendees: Total _____: Adults _____ Children _____
- Will fees be charged/collected? ____ Yes ____ No
 - Purpose of fee: _____
- Will this event be catered? ____ Yes ____ No
 - o If Yes: Catering Company Name: _____
 - o Will alcoholic beverages be sold and/or served: ____ Yes ____ No
- Type of Event: ____ Meeting ____ Party ____ Class ____ Fundraiser ____ Other
- Please provide a description of your event:

Contact Information:

- Organization/Group/Corporation Name:

- Applicant Name / Name of Contact Person:

(Applicant must be at least 21 years of age, is responsible for the reservation, and must be present during the entire event(s))
- Address: (Home address for individual or organization/corporation address):

- E-mail Address: _____
- Work Phone: _____ Cell Phone: _____ Home Phone: _____
- **Signature:** _____ **Date:** _____
- Please select which best describes you or your organization:
____ Individual ____ Social Group ____ Non-Profit Organization ____ Company/Business

Non -Profit Organization / Corporate Information:

- *Tax ID:* _____
- *501 C-3 #:* _____

| | |
|----------------------------|---------------------------|
| For Office Use Only | |
| Receipt Number: _____ | Permit Issued Date: _____ |
| Permit Issued By: _____ | |

**Town of Big Flats
Community Center Use Agreement
Hold Harmless Agreement
Updated August 25, 2021**

The undersigned is over 21 years of age and has read the Community Center Use Policy and attached regulations and local law and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the Community Center.

The undersigned, _____ herein referred to as “User”), in consideration of the use of the facilities of the Town of Big Flats (herein referred to as “Town”), located at the Town of Big Flats, New York, for the purpose of the above listed activity hereby

AGREES to release and forever discharge the Town from all, and all manner of actions, cause and causes of action, suits, controversies, damages, claims and demands whatsoever, in law or in equity, which the user now has or which the User or (his/her) (their) (its) heirs, successors and assigns may have, resulting from the foregoing use of the facilities of the Town; and the User further hereby

AGREES to the fullest extent permitted by law, that the user will indemnify and hold harmless the Town, its officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of the user, its officers, directors, agents, and employees, in connection with the performance of any work or the sale of any product by or for the user pursuant to any action, except these claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Town. The user will defend and bear all costs of defending any actions or proceeding brought against the Town, its officers, directors, agents and employees, arising in whole or in part our of any such acts, omission, breach or default. The foregoing indemnity shall include injury, death or disability of any employee of the user and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

The user hereby expressly permits the Town to pursue and assert claims against the user for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

AND FURTHER AGREES, to name the Town as an additional insured on any and all insurance policies the user may obtain (and if such is required) in connection with use of the Town facilities.

Signature of Individual or Organization’s Representative

Date

In addition to the policies listed in the Community Center Use Policy:

- A. I _____ (initial) understand and agree that I am only to use the room(s) that I have reserved and/or paid for. This is the room indicated on the Facilities Request/Room Reservation Form, and/or the weekly schedule. I am only to use the designated room(s) and the restrooms. Other Community Center rooms are not meant for gathering in or use.
- B. I _____ (initial) understand and agree that the contact person(s) listed will be present and responsible during the entire event.
- C. I _____ (initial) understand and agree that the kitchen is available for rent and may be used for storing and serving food during the approved event, and that I am responsible for obtaining any necessary permits issued by the Chemung County Health Department to serve food at the approved event.
- D. I _____ (initial) understand and agree that the Community Center is a temperature and humidity controlled environment; therefore the doors and windows must remain closed.
- E. I _____ (initial) understand and agree that consumption of tobacco and marijuana products are prohibited on the premises. This includes the entire municipal campus.
- F. I _____ (initial) understand and agree that no person shall possess, carry, or consume alcoholic beverages on the premises unless a caterer or other vendor licensed has been permitted to sell and/or serve alcoholic beverages by the New York State Liquor Authority.
- G. I _____ (initial) understand and agree that the custodian on duty is in charge of the building for any events taking place after 4:00 PM on weekdays or on Saturdays.
- H. I _____ (initial) understand and agree that no food or drinks can be consumed in the lobby or hallways.

Signature of Individual or Organization's Representative

Date

Address: _____

Phone Number: _____

**Please return this agreement to the Big Flats Community Center
476 Maple Street
Big Flats, NY 14814
607 562-8443 ext 303**