

City of Beacon Recreation Department Facility Request

rev1923

Facility Information

| | |
|------------------------------|-----------------------|
| Facilities Requested: | |
| Dates of Event: | Time of event: |

Applicant Information

| | | | |
|---|----------|--------------|--|
| Name of Sponsoring Organization: | | | |
| Address: | | Email: | |
| Phone: | | | |
| Circle One: | Resident | Non-Resident | |
| Designated contact: | | | |
| Address: | | Email: | |
| Phone: | | Cell: | |

Event Information

| | | | |
|---|-----|--|--|
| Event Name: | | Type of event: public or private | |
| Estimated Attendance(for softball tournaments indicate # of teams): | | | |
| Activities Planned: | | | |
| Amplified Sound? | Yes | No | Time: |
| Will there be a stage? | Yes | No | Where: |
| Will alcohol be served? | Yes | No | I understand no alcohol will be served: |
| If YES fees apply and additional insurance. | | | |
| If NO , please initial above: <i>During the event, the permittee or participants in the area that is licensed will consume no alcoholic</i> | | | |
| Will alcohol be sold? | Yes | No | I understand no alcohol will be sold: |
| If YES , separate NYS ABC Temporary Beer, Wine and Cider Permit is required. | | | |
| If NO , please initial above: <i>During the event, the permittee or participants in the area that is licensed will sell no alcoholic</i> | | | |
| Will food be served? | Yes | No | |
| Will food be sold? | Yes | No | <i>If YES, separate Health Dept. service permit required (845)838-4801</i> |
| Will any goods be sold? | Yes | No | Describe: |
| Will there be a tent or canopy Yes No Size: Square Feet: | | | |
| <i>Tents and canopies over 200 square feet are subject to separate building department permitting and fees</i> | | | |

Park Use Fee Schedule

Non Resident

Resident

Memorial, South & Green Street Park Facilities

| | | |
|--|--------------------|--------------------|
| Athletic Fields and Courts- per game | \$75.00 | \$60.00 |
| Tournament Use-field use for day | \$300.00 per field | \$200.00 per field |
| Light use- any field | \$75.00 per hour | \$50.00 per hour |
| Pavilion or Picnic Area use by organization | \$175.00 | \$125.00 |
| Bathrooms at Pavilion | \$37.50 | \$25.00 |
| <p><i>Our public parks are currently open and accessible. You are welcome to use them dawn to dusk. We are currently not issuing special use permits for small group use of our parks, only permits for larger gatherings, organization use, festivals, etc. Consumption of alcoholic beverages is not permitted in our parks. The use of rented or owned inflatable or water amusements is not allowed in our parks. Setup of event tents are not allowed in our parks. Please practice Carry In/ Carry Out. Additionally, post-Memorial Day the park restrooms at Memorial and Green Street Parks will be open on a daily basis. Portable toilets will be placed in South Ave and Riverfront Parks in early April.</i></p> | | |

Riverfront Park

| | | |
|---|----------|----------|
| Pavilion or Picnic Area use- large event- per day | \$175.00 | \$125.00 |
| Free/ Public Event-whole park- per day | \$500.00 | \$375.00 |

Additional Amenities any location

| | | |
|--|---------------------------|---------------------------|
| Alcohol Permit-required for any event where alcohol will be served or consumed- NOT FOR SALE. | \$150.00 | \$125.00 |
| Portable Toilet | \$150.00 | \$125.00 |
| Water Access | \$100.00 | \$75.00 |
| Electrical Access | \$100.00 | \$75.00 |
| Garbage Dumpster- 4 Yard | \$__Royal carting quote__ | \$__Royal carting quote__ |
| Recycling Dumpster- 4 Yard | \$__Royal carting quote__ | \$__Royal carting quote__ |

Ticketed/ Private Event- The City of Beacon no longer permits ticketed events in our parks

| | |
|---|---|
| <p><i>This includes all events where use and/or access to City of Beacon property is closed to the public and/or in the course of the activity/event, charges are levied for admission, sales, or entry fees. In addition to the park use fees the following fees will apply to this type of event.</i></p> | <p>Event Fee The City of Beacon no longer permits ticketed events in our parks</p> |
|---|---|

Additional Permitting

| | |
|--|---|
| Film Shoot | \$50 Minimum-separate application |
| Tenting | \$50 Minimum-separate application |
| Alcohol Sale | Separate permit to be issued by The New York State Liquor Authority |
| <p>PLEASE NOTE: The City of Beacon in its discretion may impose additional requirements prior to the issuance of this permit as are required by the nature of the use applied for. Any costs associated with these additional requirements will be incurred by the permittee.</p> | <p>\$375.00 Minimum \$250.00 Minimum</p> |

Site Security Deposit

| | |
|---|-----------|
| Small event, less than 100 attendants | \$1000.00 |
| Large event, Free/ Public Event, Softball Tournament more than 100 attendants | \$2500.00 |

Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between, _____, hereinafter "permittee", and the City of Beacon, hereinafter "permitter", on this _____ day of _____, 20 _____, in Beacon, New York.

Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as Follows:

Permittee will indemnify and hold harmless permitter from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from

_____ (insert event) permittee's actions including the acts of permittee's agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event permittee shall indemnify and hold harmless permitter for any such claims paid, including permitter's reasonable attorneys fees incurred resulting from such claims. In the event any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal counsel chosen by permitter to defend against same. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled. This agreement shall be interpreted under the laws of the State of New York.

By Permittee (Event Holder)

Date

By Permitter (the City Of Beacon)

Date

Application Checklist

| Facility Fees | | Office Use Only | | |
|---------------|--|--|---------------------|--------------------|
| \$ | Total Facility Fee | Application Received by | Date | |
| Amenities | | Permit Approved by | Yes | No |
| \$ | Total Amenities | Payment Info | | |
| \$ | Total Facility & Amenities <small>Check payable to City of Beacon</small> | | | |
| \$ | Refundable Site Deposit <small>Separate check please</small> | Notes | | |
| Checklist | | | | |
| Yes | No | Fee check | | |
| Yes | No | Deposit Check | Copy of Approval to | Parks Department |
| Yes | No | Signed Application | | City Administrator |
| Yes | No | Signed Held Harmless Agreement | | Mayor |
| Yes | No | Insurance Certificate (if applicable) | | Chief of Police |
| Yes | No | Proof of Not-For-Profit Status (if applicable) | | Fire Chief |

I certify that I am an authorized representative of this organization and that these statements are true to the best of my knowledge. I have read and received a copy of the Special Event rules, and I and/or the organization I represent agree to be bound by all applicable regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denial of future use of City of Beacon facilities.

I and/ or the organization I represent agree to indemnify, defend, and hold harmless the City of Beacon, its officials, agents, and employees from and against any and all claims, demands, losses and expenses, including legal fees arising in and from my activities and/or those of the organization I represent during the term of the use of City facilities. I and/or the organization I represent agree to pay all reasonable costs of damage and/or vandalism to City facilities used in relation to the event.

Signed

Date

All fees and deposits are due and payable 30 days in advance of your requested date with your completed application. Please make all checks payable to the **City of Beacon**

Return to:

Beacon Recreation, 23 West Center Street, Beacon, NY 12508

Fax: 845-765-8439 Phone: 845-765-8440

mprice@beaconny.gov

City of Beacon Recreation Department Park Use and Special Event Rules

(Please Keep)

1. The City of Beacon (Permitter) recognizes that the city facilities belong to the people of the City of Beacon and since the facilities are maintained and operated by funds provided by local taxes, the City of Beacon recognizes and accepts the responsibility for making the facilities available to responsible organizations and associations.
2. The person and organization (Permittee) receiving a Special Event Permit agrees to and acknowledges the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes. The Permittee expressly agrees that it will not use the Facility to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Dutchess, or the City of Beacon. The Permittee further agrees to accept the total responsibility of preserving proper order and decorum, the protection of City property, and the restoration of the facility to the condition in which it existed prior to the event. The Permittee agrees to comply with the instructions and directions of the Recreation Department Head; his/her designated representatives, and all members of the City of Beacon Parks and Recreation Staff. The commission of any act in violation of Federal, State, County, or local laws by the Permittee shall be deemed a material breach of the terms of the Special Event Permit and shall be sufficient grounds for the Department Head to revoke the Special Event Permit and license to use City Facilities granted therein.
3. The City of Beacon reserves the right to determine to whom permits are issued, and can cancel the permit if the permittee is in violation of the terms and conditions of permit.
4. The City of Beacon in its discretion may impose additional requirements prior to the issuance of this permit as are required by the nature of the use applied for; including:
 - a. When there is a need for uniformed police for traffic control and security. Required Police Department staffing is at the discretion of the Chief of Police.
 - b. When the service of a city employee is required for a special event in addition to their normal working hours, there will be a charge accordingly.
 - c. When there is a need for repair or cleaning of city parks or streets, or any alterations or modifications are made to enable the event.

PLEASE NOTE: The costs associated with these additional requirements will be incurred by the permittee.

5. The City of Beacon is not responsible for any sums of money expended by permittee in anticipation of the planned activity.
6. The City of Beacon does not schedule rain dates. A rain date is at the discretion of the Event Holder and requires additional fees. If a reservation must be canceled, a refund may only be issued if we are able to resell the site.
7. The event holder is responsible for maintenance and cleanup during and after the event, and will forfeit the deposit and may be denied future permits if they fail to do so. Please remove all of your garbage. If your garbage is not removed you will be charged .36 per pound for removal and disposal. That amount will be deducted from your security deposit.
8. The use of radios, tape recorders, or other audio devices, including car radios, in such a manner that such devices are audible at a distance of more than twenty-five (25) feet from such device is prohibited. Permission must be obtained for amplified sound.
9. No signs or other forms of advertising are to be displayed for your event without the prior written approval of the Building Department. Failure of the Permittee to remove all approved signage within 24 hours of the event can result in a forfeiture of the security deposit.
10. Parking for your event shall be limited to designated areas.
11. All Annual events must submit their permit applications and fees no later than January 15th.
12. For Groups of 100 or more – The permittee shall obtain the following insurance coverage from an insurance company, approved by the Department Head and licensed to do business in the State of New York. Said insurance shall remain in effect for the duration of the event for which the Special Event Permit is issued.
 - a. General Liability Insurance with a minimum limit of liability per occurrence \$1,000,000 for bodily injury naming the City of Beacon as additional insured.
 - b. Workman's Compensation – if applicable
 - c. Product Liability – if applicable