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# 2017 FACILITY USE & HOLD HARMLESS AGREEMENT

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1. THIS AGREEMENT, MADE ON \_\_\_\_\_ BY AND BETWEEN THE TOWN OF RIVERHEAD, A MUNICIPAL CORPORATION AND ITS PRINCIPAL PLACE OF BUSINESS AT 200 HOWELL AVENUE, RIVERHEAD, NY, 11901 (HEREINAFTER REFERRED TO AS THE “AGENCY”) AND \_\_\_\_\_ RESIDING AT \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE “CONTRACTOR”
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## 2. FACILITIES

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- The contractor has use of the facilities listed on his/her contract signed by the contractor & Town of Riverhead. In the case the contractor exceeds the maximum allowed dates a specific charge, per field will be assessed by the agency to the contractor depending on type of field use.
- The contractor will use the facility listed on approved contracts only. Any activity other than that listed on the contract must be approved by the Town of Riverhead.
- The contract represents that he/she is competent by reason of training and/or experience to provide the services described in the approved contract and will furnish these services in an effective and professional manner.
- In the event the agency requires the use of the facility during the dates and times stated in the signed contract, the agency has first preference and can cancel the permit during the said dates.
- The Town of Riverhead retains the right to refuse activity in the event of bad weather. In this event, the Town of Riverhead will Credit OR Refund the agency their payment.

## 3. ATHLETIC FIELDS

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- The contractor must adhere to the following Town of Riverhead guidelines. Failure to comply could result in loss of permits:**
  - NO METAL SPIKES ARE ALLOWED ON PLAYING FIELDS
  - VEHICLES MUST BE PARKED IN DESIGNATED AREAS
  - ALL TRASH MUST BE PICKED UP AND STORED IN TRASH CANS
  - ALCOHOLIC BEVERAGES, ILLEGAL SUBSTANCES AND FIREWORKS ARE STRICTLY PROHIBITED
  - NO ADMISSION FEES, PRODUCTS SOLD WILL BE PERMITTED IN ANY TOWN FACILITY
- The agreement will be terminated with NO REFUND under the following circumstances:**
  - ANY DAMAGE TO THE FIELDS OR PROPERTY AT THE PARKS
  - ANY ALTERATION OF THE FIELDS
  - ANY DETRIMENTAL BEHAVIOR TOWARDS A RIVERHEAD TOWN EMPLOYEE
  - ANY BEHAVIOR THAT PROMPTS POLICE PRESENCE AT THE PARK
  - ILLEGAL PARKING

#### 4. COMMUNITY CENTERS /PARKS/BEACHES

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- The contractor must adhere to the following Town of Riverhead guidelines. Failure to comply could result in loss of permits:**

ALCOHOLIC BEVERAGES MAY NOT BE CONSUMED ON TOWN PROPERTY

A CLEAN-UP SECURITY DEPOSIT AND/OR CERTIFICATION OF INSURANCE MAY BE REQUIRED OF LARGE GROUPS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP AROUND THE AREA USED

USER FEES ARE DUE IN THE RECREATION OFFICE AT THE TIME OF BOOKING

- The Security deposit will be deposited with NO REFUND under the following circumstances:**

ANY DAMAGE TO THE FACILITY OR PROPERTY AT THE PARKS

ANY ALTERATION OF THE FACILITY

ANY DETRIMENTAL BEHAVIOR TOWARDS A RIVERHEAD TOWN EMPLOYEE

ANY BEHAVIOR THAT PROMPTS POLICE PRESENCE AT THE PARK

ILLEGAL PARKING

#### 5. HOLD HARMLESS AGREEMENT

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- The contractor/group shall indemnify and hold harmless the Town of Riverhead, its Officials, and Agents from suits, actions, damages, and cost, including but not limited to Attorney's fees for the contractor/group's negligent action or omissions and for any and all property damage resulting from the contractors/groups services and acknowledges that no disability insurance is provided by the agency.
- The contractor/group agrees to indemnify and hold harmless the Town of Riverhead from any liability or action arising from any property in control of the applicant.

**Printed Contractor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Contractor:** \_\_\_\_\_

**Superintendent of Parks & Recreation Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### OFFICE USE:

The following must be completed before an organization/individual can access any facility:

- Facility Use Application
- Signed Facility Use Agreement/Hold Harmless Agreement
- Certificate of Liability Insurance- If Applicable- Naming the Town of Riverhead as additional insured
- Complete Balance Paid in Full
- Administrative Signature Approval on all necessary documents