



Town of Milton Community Center
Rental Application and Contract
310 North Line Road
Ballston Spa, NY 12020

Organization Name: _____

Applicant/Permit Holder: _____

Address: _____

Phone Number: _____

Email address: _____

Date(s) Requested: _____

Function Description: _____

Function Start Time: _____ Function End Time: _____

Persons Attending: _____

Event Catering: Yes No If yes, a certificate of caterer insurance will be required.

Liquor/Alcohol Licenses: _____

I have read and understand the Rules and Regulations for the use of the Town of Milton Community Center, a copy of which is attached hereto, and agree to comply with the rules and policies therein. The Town of Milton will not be liable for any claims for injury or damages resulting from the use of the Town's facilities. The permit holder agrees to indemnify the Town and hold it harmless against all such claims, damages, losses, and expenses, including attorney's fees, as a result of the permit holder's gathering.

Signed: _____ Dated: _____

For Office Use Only:

Application Complete: _____ Insurance Declaration Page: _____ Proof of Residency _____

Payment Received: _____

Processed By: _____ Permit Number _____



**Town of Milton Community Center
Rules and Regulations
Policy and Facility Usage Agreement
310 North Line Road
Ballston Spa, NY 12020**

Community Center Policy and Facility Usage Agreement

1. The Town of Milton Community Center is for the use of Town of Milton residents and non-residents for recreational, instructional, social or other appropriately deemed activities.
2. The Town Clerk's Office will be in charge of all bookings and scheduling for the Town of Milton Community Center. A security deposit of \$100, for one-time events and a \$250 deposit for ongoing events, is required to ensure secured booking of event. All events must be paid in full **FIVE (5)** days prior to the event. Payable to the "Town of Milton".
3. The Town of Milton Community Center allows for parking of motor vehicles in the designated areas. There is no overnight or extended parking of vehicles, trucks, tractor-trailers, buses or any other motor vehicle without prior approval of the Town of Milton.
4. The Town of Milton is not responsible to any items left behind. All items that are left behind after your event will be kept secure for five (5) business days. **You are responsible** to arrange with the Town Clerk to pick up all items. Anything left beyond 5 days will be considered abandoned and the Town of Milton has the right to dispose of them.
5. The Permit Holder agrees to abide by all state laws and county ordinances. The Permit Holder acknowledges having read and agrees to abide and comply with all of the Rules and Regulations set forth in the Town of Milton Community Center Agreement Contract.
6. The Town of Milton reserves the right to deny further use of the Town of Milton Community Center for rental purposes to any renter who allows any of these provisions to be violated by him/herself or any member of his/her group. This denial in no way limits the Town of Milton from further claims for any damages.
7. Proof of Insurance, that is acceptable, is a current Homeowner's Policy with \$1,000,000.00 liability coverage or a Commercial Business Liability Policy with \$1,000,000.00 liability coverage. The policy must be current and valid for the date(s) requested. **The Town of Milton must be listed as an additional insured on the policy.**
8. Security deposits will be refunded if the building and grounds are left in the condition in which they were found and all of the terms and conditions are complied with. A post-event walk through will be completed at the end of the event to assess the condition of the building and grounds; the Permit Holder will be required to sign off on the post-event inspection checklist.

9. The **Permit Holder** is responsible for set-up, take-down and cleaning of the room(s). Set-up, take-down and cleaning times are included in your agreed upon rental time. Any cleaning performed by the Town of Milton employees as a result of the event will be assessed a \$50 per hour fee.
10. The Permit Holder and all guests attending the event must abide by the attached Town of Milton Internet Access Policy as pertains to Wi-Fi usage on the Community Center grounds.
11. This Rental Agreement is non-transferable or assignable.
12. The Town of Milton reserves the right to reject or approve any and all contracts at its sole discretion.
13. Assumption of Risk:

The Town of Milton will not be liable for any injury or damages resulting from or arising out of the use of the Town of Milton Community Center. The Permit Holder agrees to indemnify the Town of Milton and hold it harmless against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, incurred as a result of the Permit Holder's gathering. This provision is intended by the parties to be broadly interpreted so as to accomplish the goal of relieving the Town of Milton from any cost or liability associated with the Permit Holder's gathering
14. The Town of Milton Community Center is not a licensed establishment for consumption of alcoholic beverages. The possession, use and consumption of alcoholic beverages is strictly prohibited anywhere on the premises unless there is a strict, continuous and full compliance with the following provisions:
 - a. The Permit Holder shall obtain and maintain at Permit Holders sole expense, all licenses and permits required by the New York State Liquor Authority and any other regulatory body which controls and/or regulates the possession, use and consumption of alcoholic beverages as a condition precedent to the possession, use or consumption of alcoholic beverages on the Town of Milton Community Center premises; A Special Event Permit application or Landlord Authorization Form must be completed and signed by the Town Supervisor prior to obtaining a permit from the NYS Liquor Authority;
 - b. A Responsible Party shall require full compliance by Permit Holder and all Permit Holders employees, agents, guest(s) and other invitees with all applicable statutes, rules and regulations regarding the possession, use and consumption of alcoholic beverages and shall be solely responsible at renters sole expense for providing all necessary security to ensure such compliance;
 - c. The possession, use and consumption of alcoholic beverages shall be confined to the interior of the Town of Milton Community Center.
 - d. The possession, use and consumption of alcoholic beverages by anyone under the age of 21 years are strictly prohibited and the renter shall not permit such possession, use or consumption to occur under any circumstances.
 - e. If your event is utilizing the use of a professional caterer and such mentioned event will be serving alcohol, the Responsible Party must provide the Town of Milton will all permits that the caterer holds for serving food and alcohol.

**All License/Permits need to be received by the Town of Milton
prior to approving alcohol at the event.**

NO EXCEPTIONS

RULES AND REGULATIONS

1. All decorations and tape must be removed from the Town of Milton Community Center and properly disposed of in the provided receptables.
2. The use of confetti, rice, birdseed and similar items are not allowed inside or outside the building.
3. Any Town of Milton property that is damaged or stolen during your rental times shall be your responsibility and you will be charged accordingly for all cost to repair and/or replace property.
4. The agreed time in your rental agreement is the only time that you have rented the building. You must have the building cleaned and all of your items removed by the end of your rental time in order for us to refund your security deposit.
5. The use of abusive or obscene language or making obscene gestures in or on the Town of Milton Community Center property is strictly prohibited.
6. There is no usage of recreational vehicles on the property, including but not limited to snowmobiles, dirt bikes or any all-terrain recreational vehicles.
7. The possession of any weapon(s) or firearm(a) is **COMPLETELY** prohibited upon the Town of Milton Community Center property other than for members of a Law Enforcement Agency with prior approval from the Town of Milton Supervisor.
8. All fire exits must remain clear at all times. The moving of tables and chairs is permitted, but renters shall abide by the regulations to keep all fire exits clear. Tables and chairs must be returned to the original position at the end of the event.
9. This is a smoke free building. There is no smoking allowed within the building and smokers must use the designated smoking areas around the building.

By signing this agreement, the Permit Holder agrees to comply with all the above stated in the “Community Center Policy and Facility Usage Agreement” and the “Rules and Regulations”. The Permit Holder will be the primary responsible party and will be responsible for all damages and penalties associated with violations of rules and regulations.

Printed name of Permit Holder

Date

Signature of Permit Holder

Date



Town of Milton Community Center

Rental Fees

**310 North Line Road
Ballston Spa, NY 12020**

Rental Fee Schedule

Booking Fee - Non-refundable

\$50 must be submitted with application to secure date and time. (will be applied to hourly rate)

Security Deposit – Refundable

\$100 (one time event) \$250 (ongoing events)

A Town Facility employee will do inspections prior to and after your event. The results of the post-event inspection will determine the amount to be refunded.

- 1- The fee will be refunded within 30 business days of event completion
- 2- The attached voucher must be completed for any refund to be returned.

Hourly Rate

- 1- \$50 per hour for Town of Milton Residents
- 2- \$75 per hour for non-residents of the Town of Milton
- 3- \$25 per hour for Not-for-Profit Organizations with proof of 501C documentation

Optional Kitchen Usage

Use of kitchen

\$50 – Flat fee