



## TOWN OF PLEASANT VALLEY

1554 MAIN STREET  
PLEASANT VALLEY, NY 12569  
SANDY COE, RECREATION DIRECTOR  
PHONE: 845-635-1111 EXT 203  
FAX: 845-266-3873  
SCOE@PLEASANTVALLEY-NY.GOV

### RECREATIONAL USE OF FACILITIES ~ RULES

- **Rental Requirement:** A Certificate of Insurance (COI) must be submitted when requesting the use of Town facilities naming the Town of Pleasant Valley, 1554 Main Street, Pleasant Valley, NY 12569, as an "Additional Insured", as well as a signed "**Application For Use Of Town Facilities**", along with a check (where applicable) made payable to "*Pleasant Valley Rec*", in order to reserve a specific date and location. Reservations will not be accepted over the phone or without all required paperwork and fees.
- **Rental fees\*:**
  - ❖ **Pavilions-** \$50 Resident, \$75 Non-Resident

**Per Session:** #1 April thru July; #2 August thru November

  - ❖ **Fields - Non-Authorized Town Youth/Adult Leagues:**
    - \$175 per team, per season for fields **without** lights
    - \$225 per team, per season for fields **with** lights
  - Per Diem
    - \$ 75 per team, for fields **without** lights
    - \$100 per tem, for fields **with** lights

**\*Multiple teams require a separate application for each team**
- **Field Light Usage:**

Season permit holders who are issued field light keys must return all keys within 5 days of end of the season. Lights out by 10:30 pm. Failure to comply will result in loss of privilege to use field and key(s) must be returned immediately.
- If grills are used, they must be kept at least 10 feet away from any structure or ignition source.
- Organized children's activities must be properly supervised at all times with the appropriate adult/child ratio.
- Alcoholic beverages are prohibited on all Town property.
- Park hours are posted at each park.
- Glass containers are prohibited on Town property.
- Parking is in designated areas only. Do not block gates, recreation equipment or access roads.
- The Town is not liable for any personal injury or property damage resulting from the use of facilities.
- Animals are not permitted on ball fields, tennis courts, and basketball courts or in playground equipment areas.
- The use of ATV's (all-terrain vehicles) and/or off-road vehicles of any type; (i.e. four wheelers, three wheelers, dirt bikes, or snowmobiles) are prohibited on Town property.
- No littering. Please help us keep our facilities neat and clean, by picking up your trash and depositing it in the available containers.
- **PLEASE NOTE:** Handicap parking available via Hibernia Road gated entrance, with limited regular parking spaces. Additional parking available via Salt Point Turnpike.
- **CANCELLATIONS:** No refunds are given due cancellations or to inclement weather.

\*Unless otherwise posted at a park or facility, all parks & facilities are open to the general public from dawn to dusk. Permit Holders do not have exclusive use of the park.



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**APPLICATION FOR USE OF TOWN FACILITIES**

Today's Date: \_\_\_\_\_  
Date(s) Requested: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_  
Facility Requested: \_\_\_\_\_  
Purpose of Rental: \_\_\_\_\_  
Name of Individual/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name : \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone: (D) \_\_\_\_\_ (E) \_\_\_\_\_

Approximate Number of People: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Are 50% or more of the members of the sponsoring organization residents of Pleasant Valley? YES NO (Please Circle One)

Will admission be charged? \_\_\_\_\_ If so, how much? \_\_\_\_\_

For what specific use will proceeds from this event be used? \_\_\_\_\_

If they will be donated, please identify the organization name, with address & a contact name & number on the line below:

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Will donations be solicited? YES NO (Please Circle One)

Are there any additional special services required? \_\_\_\_\_

**Mail or e-mail signed application, insurance certificate & check (if applicable) to above address.**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/She agrees to be responsible to the municipality for the use and care of the facilities. If he/she is signing on behalf of an organization (named above if applicable), does hereby covenant and agree to defend, indemnify and hold harmless the Town of Pleasant Valley from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Town of Pleasant Valley's property, facilities and/or services by the individual/organization named above. **I understand that I must along with all involved follow current COVID guidelines for the above event.**

I have read and agree to the Rules for Facility usage: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Insurance Certificate on File: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Facility Use Rules Reviewed: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Field Light Key Issued: \_\_\_\_\_ Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMUNICABLE DISEASE RELATED**



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**HOLD  
HARMLESS,**

**RELEASE,**

**WAIVER OF LIABILITY,  
AND INDEMNITY AGREEMENT**

DESCRIPTION AND LOCATION OF SCHEDULED EVENTS

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin:

1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days;
2. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof;
3. HEREBY voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releases", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releases or otherwise;
4. HEREBY agree to INDEMNIFY AND SAVE HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releases or otherwise.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**ALL SECTIONS MUST BE COMPLETED.**

**PRINT NAME HERE**

**SIGN NAME HERE**

**I HAVE READ THIS RELEASE**

## **Insurance recommendations for Contractors and their Subcontractors**

For all Contractors and their Subcontractors providing services, all shall procure and maintain in full force and effect the following insurance in the amounts and with conditions set forth:

Commercial General Liability Insurance including Bodily Injury, Property Damage Liability, Contractual Liability, Product Liability and Completed Operations in an amount not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such policy shall name The Town of Pleasant Valley as an additional insured, contain a waiver of subrogation in favor of Town of Pleasant Valley Insurance should be primary and non-contributory with any other valid and collectible insurance. Policy shall not contain any labor law or third party action over exclusion.

Workers Compensation/Employers Liability: With Statutory limits for workers compensation and Employers Liability limits no less than \$500K each accident, \$500K Disease Policy Limit and \$500K Disease Each Employee. The policy shall contain a waiver of subrogation in favor of Town of Pleasant Valley.

Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage including owned, hired and non-owned vehicle coverage. Such policy shall name {Your Entity(ies)}, as an additional insured, contain a waiver of subrogation in favor of Town of Pleasant Valley. Insurance should be primary and non-contributory with any other valid and collectible insurance.

Umbrella Liability insurance with limits no less than \$1,000,000 shall be provided on an excess basis over the liability coverages required herein with the same inception and expiration dates as all underlying policies. Such policy shall name Town of Pleasant Valley as an additional insured, contain a waiver of subrogation in favor of Town of Pleasant Valley. Insurance should be primary and non-contributory with any other valid and collectible insurance. Policy shall not contain any labor law or third party action over exclusion.

Each insurance policy shall be issued by a company with AM Best Financial Strength rating of A- or better and AM Best Financial Size Category rating of VII or better. Each policy should be written on an occurrence basis. If any policy is claims-made, the following additional requirements shall apply and must be noted on the Certificate of Insurance:

1. Retroactive Date must not be later than the commencement date of the Suppliers Relationship with Town of Pleasant Valley.
2. The policy must contain an option to purchase an extended reporting period of 24 months in the event of cancellation and must be Bilateral.

Subcontractor must provide current certificates of insurance and copies of any endorsements verifying subcontractor compliance with the insurance requirements above at any time upon request of company and not less than 30 days prior to the expiration of any policy noted above. Each certificate of insurance shall:

- Show subcontractor as the Named Insured
- Show the following as Certificate Holder and Additional Insured:  
Town of Pleasant Valley  
1544 Main St  
Pleasant Valley, NY 12569

**Indemnification, Hold Harmless**

***\*\*Please note, this should be reviewed by your attorney and/or legal counsel. This language is only a recommendation and the Indemnification/Hold Harmless agreement is a legal agreement between the 2 parties. All items should be reviewed and approved by legal counsel.***

To the fullest extent permitted by law, \_\_\_\_\_ (subcontractor) agrees at its own cost to defend, indemnify and hold harmless {Your Entity(ies)}, its directors, officers, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of subcontractor, in connection with the performance of any work of any kind by subcontractor, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.