

All reservations for private functions are made upon and subject to the rules and regulations of The Town of Salem NY (The Georgi) and subject to the terms and conditions described herein.

It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to Community Room, restrooms, park, parking area.

Both parties agree that the Facility will be delivered by The Town of Salem NY (The Georgi) to User in its "as is" condition. User agrees that it's taking possession of the Facility shall be conclusive evidence as against User that the Facility Space was in the condition agreed upon herein:

**RESERVATION & SECURITY DEPOSIT:**

A total of ½ rent plus \$200 refundable Security Deposit is required, along with Signed Contract, to Reserve a date.

Insurance Rider and balance of the Rental Fee are due no later than one month prior to your event. If Signed Rental Agreement, Security Deposit and Insurance Certificate are not returned to The Town of Salem NY (The Georgi) one month prior to the of the date of your Event, The Town of Salem NY (The Georgi) shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.

The Town of Salem NY (The Georgi) reserves the right to refuse any and all applications. All reservations will be confirmed only upon receipt of the Security Deposit. The Security Deposit will be refunded either in full or part minus any expenses for damages, losses, cleaning expenses, extra rental time, and special contractor charges, unapproved building, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. The Town of Salem NY (The Georgi) will provide detail of the charges against the Security Deposits. Any charges in excess of the Security Deposit will be billed to User. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.

Payments shall be made to: "Town of Salem, NY - The Georgi", 21 Adams Lane, Shushan, NY 12873.

**CANCELLATION:**

Should User cancel this contract within 90 days of the event date, the Security Deposit and Partial Rental Fee shall be forfeited by User.

Should User cancel this contract prior to 90 days before the date of the event, all Rental Fees and Security Deposit will be refunded, minus \$100 reservation fee, to be retained by the Town of Salem NY (The Georgi).

The Town of Salem NY (The Georgi) is not responsible for outdoor weather conditions and/or acts of God.

**STAFF:**

The Town of Salem NY (The Georgi) will have a representative on call the day of your event.

**OUTSIDE CONTRACTORS:**

As a condition of conducting business at the Town of Salem NY (The Georgi), all contractors/vendors must meet the standards set forth by the facility, including, but not limited to supplying proof of vending permit and current insurance. The Town of Salem NY (The Georgi) must review and approve, in advance of any work performed, all contracts by said contractors/vendors.

**SET UP:**

The Town of Salem NY (The Georgi) reserves the right to make adjustments and changes in any setup arrangements for safety or the protection of the facility. The User may not physically alter an existing space.

**For events that have more than 50 attendees, the rental of portable toilet facilities is required.**

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### **TENTING:**

The Town of Salem NY (The Georgi) allows for the set up & removal of tents the day before/after an event.

### **DECORATIONS:**

No staples, tacks, tape or nails may be used to attach decorations to the Walls of Community Room. No paint may be applied. No glitter, confetti, or sparklers may be used. Only bio-degradable options are permitted in the Park (rose petals, bird seed, rice, bubbles).

### **ALCOHOLIC BEVERAGES:**

It is the responsibility of the User to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All New York Alcoholic Beverage) laws must be followed while on the premises. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of a questionable age. Alcohol-only events will not be permitted on The Town of Salem NY (The Georgi) property. User acknowledges that The Town of Salem NY (The Georgi) is not liable for persons consuming alcoholic beverages.

### **INSURANCE:**

**Proof of liability insurance must be supplied to The Town Of Salem, NY (The Georgi) facility staff no later than 30 days prior to the event**

User agrees to obtain, and maintain throughout the term of the event, liability insurance with a minimum coverage of \$500,000. User agrees to provide the evidence of such insurance 30 days prior to the event. User agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor to be insured for the duration of the event including setup and tear down times.

To be insured or certificates should read as follows:

**TO BE INSURED:** Town of Salem, NY, 214 Main St/PO Box 575, Salem NY  
12865

**DESCRIPTION: EVENT@ GEORGI ON THE BATTENKILL COMMUNITY PARK, 21 ADAMS LANE, SHUSHAN, NY 12873**

The Town of Salem NY (The Georgi), will not be responsible for injury to the User's guests, members, personnel, equipment, properties, or audience or damage to equipment or property. User assumes all responsibility when signing this agreement.

**COVID LIABILITY**

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The undersigned agree to comply with and enforce, on all the attendees and invitees all NYS Covid regulations as they may exist at the time of the use of facility.

**SMOKING:**

There is no smoking allowed anywhere on the premises including The Georgi on the Battenkill Community Park, Museum, the Community Room, or the Public Restrooms.

**PARKING:**

Parking is available on The Town of Salem NY (The Georgi) property in areas designated near the Community Room only. No parking or driving on grass allowed with consequences of damage charges being deducted from Security Deposit for violations by User/Contracted Vendors/Guests. Exception, however, is made for Tent delivery and Removal. The Town of Salem NY (The Georgi) is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.

**HAZARDOUS MATERIALS:**

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility. User agrees to indemnify, defend and hold harmless The Town of Salem NY (The Georgi) from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term "Hazardous Materials" means any explosives,

fireworks, radioactive materials or other hazardous substances.

### **SECURITY AND SAFETY:**

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The Town of Salem NY (The Georgi) will have a representative on call. The User is responsible for the conduct and behavior of the group using the facility. Costs related to unruly behavior during an event by The Town of Salem NY (The Georgi) will be deducted from security deposit. The Town of Salem NY (The Georgi) has the right to limit the number of people in the Community Room to 60 bodies in accordance with the Fire Code and now needs to follow the NYS Covid guidelines for social distancing.

The Town of Salem NY (The Georgi) is a NY State Public Fishing Access Point and the public shall have the right to enter the Facility at any time during its use by User.

User, or a guest or other person under the User's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility.

**Because the Town of Salem NY (The Georgi) has open water features, trees and landscaping plants that have bees and thorns. Adult supervision of children is required at all times.**

### **MUSIC:**

The Town of Salem NY (The Georgi) is located adjoining a residential area. Audio decibel levels must be kept to a reasonable level of 85 decibels@ 300 feet from nearest speaker or sound source and that the music end by 11:00 PM. Complaints by neighbors may result in music volume reduction and fines may be charged to User if decibels are determined to be above allowed levels.

### **CLEANUP:**

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**Important** - A Facilities Rental Check-Out Form shall be completed and signed by

the User.

All food and beverage debris, decorations, paper supplies and other trash must be picked up, bagged and removed from the property by the User and/or a Contracted Caterer or Bartender. The Facility including the grounds must be left in an orderly condition. All clean up and closing tasks should be completed by the end of the Event or, at the latest, by the time Tent(s) are removed. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. The Town of Salem NY (The Georgi) is not responsible for any items left behind by User or its guests.

The Town of Salem NY (The Georgi) must receive signed Facilities Rental Check-Out Form and inspect of the premises prior to returning Security Deposit.

**INSPECTION & LIABILITY:**

The Town of Salem NY (The Georgi) reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User's guests or invitees brought to the property, or (2) any injury to User or User's guests or invitees brought to the property.

USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS THE TOWN OF SALEM NY (THE GEORGI) HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER, ARISING OUT OF ANY SUCH EVENT.

USER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF SALEM NY (THE GEORGI) AND ITS OWNERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY.

**TERMINATION/DAMAGES:**

Should User be found in violation of any of the provisions of this Rental

Agreement, The Town of Salem NY (The Georgi) shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to The Town of Salem NY (The Georgi) and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Any and all legal proceedings shall be held in Salem, NY Town Court.

Additionally, future events scheduled at facilities operated by The Town of Salem NY (The Georgi) may be cancelled at the sole discretion of The Town of Salem NY (The Georgi).

If User leaves personal belongings or items pertaining to event at the Facility, The Town of Salem NY (The Georgi) may charge for additional rental time and/or labor and storage costs of such items. The Town of Salem NY (The Georgi) staff will inspect for damages and clean-up. Damage to the facility shall be paid in by the person or group signing this agreement. User is responsible for damages to the building and grounds or anyone associated with the User's use of the building. In addition to anything else provided herein, User expressly agrees to pay to the Town of Salem NY (The Georgi) on demand: (a) Any fine or legal violation, including administrative fees against User during the term of this Agreement, or against The Town of Salem NY (The Georgi) to the extent arising out of or relating to the renting of the Facility to User. (b) All expenses incurred by The Town of Salem NY (The Georgi) in connection with the collection of monies due The Town of Salem NY (The Georgi) pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs. (c) All costs of repairing any damage to the Facility.

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by The Town of Salem NY (The Georgi) shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**NON-TRANSFERABILITY:**

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of The Town of Salem NY (The Georgi). If the User relinquishes a date, the date reverts to The Town of Salem NY (The Georgi)



and the scheduling of a new rental date becomes subject to general scheduling availability.

**MISCELLANEOUS:**

This Agreement shall be construed under and in accordance with the laws of the State of New York, and all obligations of the parties created by this Agreement are performable in Washington County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to The Town of Salem NY (The Georgi) that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this contract.

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Lease, and duly executed by the parties hereto.

USER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by The Town of Salem NY (The Georgi) or The Town of Salem NY (The Georgi)'s authorized representatives shall be regarded as acceptance by The Town of Salem NY (The Georgi) of the above reservation for the User's function.

Please sign and return this agreement, Security Deposit, Insurance Certificate and all Fees to:

**Town of Salem/The Georgi on the Battenkill  
21 Adams Lane  
Shushan, NY 12865**