

Regulations for use of the Opera Block/Town Hall  
As adopted by the Town Board February 12, 2015

1. Application form shall be submitted to the Building Committee, Or the Town Clerk, at least 10 days prior to the date of intended use, signed by the person or persons to be in charge of said group.
2. Agreement for use of Town Hall must be signed by the person or persons to be in charge of said group, notarized and returned to Town Clerk before event.
3. At least one town official or employee shall be present in the Building from the time the door is unlocked until the last person leaves, unless the Building committee waves this provision.
4. The Building must be restored to its original condition after use. Do not drag tables in front of court room. No one is allowed behind the Judges bench. If expenses are incurred for additional cleaning or damage to the building or equipment a charge will be billed.
5. Any permit or permission granted by the Building Committee to a group is not assignable or transferable to any other person or group.
6. The number of people present at any time in the building cannot exceed the maximum number permitted in the building pursuant to State Law and applicable fire protection restrictions.
7. No weapons shall be permitted in the building or on any part of the premises.
8. No alcoholic beverages shall be permitted in the building or on any part of the premises.
9. No illegal drugs shall be permitted in the building or on any part of the premises.
10. No smoking or open flame shall be permitted in the building or on any part of the premises.
11. The permission to use the building does not include the use of any town equipment, telephone or town personnel.
12. Children must be supervised at all times.
13. Activity shall be restricted to the area for which permission is granted.

14. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited.

15. No exterior decorations will be permitted.

16. All regularly scheduled Town Board Meeting and other official business shall take precedence over private permit use.

17. The Building Committee shall have the right to deny or reject any application for use of the building, based on prior misuse of the building by the applicant or for other good cause. Upon such denial or rejection, the applicant shall have the right to serve notice on the Town Clerk, at least 3 days prior to the next regularly scheduled Town Board Meeting, and said denial or rejection shall be reviewed by the Town Board.

18. Anyone violating these rules will be evicted from the building.



Town of Avon  
23 Genesee Street  
Avon, New York 14414

### USE OF BUILDING REQUEST

Name of Group \_\_\_\_\_

Request the use of the \_\_\_\_\_ room for the purpose of:

\_\_\_\_\_

Type of Organization: Non-profit \_\_\_\_\_ For profit: \_\_\_\_\_ Other \_\_\_\_\_

Start time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Area of building requested: \_\_\_\_\_

Number of people attending: \_\_\_\_\_ Will activity be open to the public?: \_\_\_\_\_

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

Do you have an in force public liability policy? \_\_\_\_\_

Contact person:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

#### Official Use Only

Date received: \_\_\_\_\_ Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Official to be in building: \_\_\_\_\_

Other requirements: \_\_\_\_\_

\_\_\_\_\_

Authorized official: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT FOR USE OF TOWN HALL**

**THIS AGREEMENT IS MADE THIS** \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF AVON**, 23 Genesee Street, Avon, New York 14414, hereinafter referred to as the “Town” and \_\_\_\_\_ of \_\_\_\_\_, Hereinafter referred to as the “User”.

**WITNESSETH**

**WHEREAS**, the Town of Avon owns and operates its own Town Hall located at 23 Genesee Street in the Village of Avon; and

**WHEREAS**, the User is desirous of using the Town Hall for the purposes set forth below; and

**WHEREAS**, the Town has agreed to allow the User to use the space; and

**WHEREAS**, the Town wishes to reduce to writing an understanding with the User, its agents, Employees, invitees, members and/or the like are injured on the premises, or actions of the User Gives rise to liability of the Town,

**THEREFORE**, consideration for the mutual promises of the parties hereto, it is hereby

**AGREED AND ACKNOWLEDGED** as follows:

1. The Town agrees to make available to the User appropriate public spaces in the Town Hall as agreed upon by the parties hereto for the following purpose or purposes:

---

---

---

2. The date or dates, time or times, duration and/or frequency of use, as applicable, are as follows:

---

---

---

3. The User agrees to provide appropriate supervision at all times, for all persons coming onto the property of the Town for such use to insure that such persons use the premises only in a safe and lawful manner.
4. The User agrees to hold the Town harmless and indemnify the Town in the event of any damages or liability to person and/or property arising as a result of the Users Use of the premises of the Town.
5. The User acknowledges that the Town may, at its discretion, require proof of insurance from the User and the Town's further discretion, the Town may require a Certificate of insurance naming the Town as an additional insured.
6. That in the event that the Town must enforce its rights under this agreement, the User Agrees to be responsible for all reasonable costs and attorneys fees incurred by the Town in the enforcement of those rights.
7. The User acknowledges that the User has authority to enter into this agreement for himself or herself individually or under the authority of the group, organization or other entity which the User represents as the case may be, proof of which the Town may, at its discretion, require in writing from the said organization in a form Acceptable to the Town.
8. This agreement is binding upon the parties hereto, their successors, heirs and/or Assigns.

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement as of the day and Date first above written.

The Town of Avon  
By:

\_\_\_\_\_  
Name of Organization:

\_\_\_\_\_  
By:

\_\_\_\_\_  
(signature of User or authorized representative)

State of New York  
Livingston County

On the \_\_\_ day of \_\_\_\_\_ in the Year \_\_\_\_\_ before me the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally know to me or proved to me on the based on satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledges to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), the individual (s), or the person upon behalf of witch the individual(s) acted, executed the instrument.