



CONTRACT TO RENT

TOWN OF WALLKILL COMMUNITY CENTER
8 WES WARREN DRIVE, MIDDLETOWN, NY 10941
(845) 692-7850 FAX: (845) 692-2546

*****TOWN OF WALLKILL RESIDENTS ONLY!*****

NAME OF PERSON / ORGANIZATION RESERVING THE CENTER: _____

PERSON RESPONSIBLE: _____

ADDRESS OF PERSON RESPONSIBLE: _____

PHONE NUMBER OF PERSON RESPONSIBLE: DAY _____ EVENING _____

NATURE OR TYPE OF INTENDED USE: _____

DATE REQUESTED: _____

DAY SHIFT 8:00 AM TO 4:00 PM (EVENT MUST BE COMPLETED, HALL CLEANED, AND KEY RETURNED TO DISPATCH BY CLOSING TIME OF 4:00 pm.)

EVENING SHIFT 5:00 PM TO 12:00 AM (MIDNIGHT) (EVENT MUST BE COMPLETED, HALL CLEANED, AND KEY RETURNED TO DISPATCH BY CLOSING TIME OF 12:00 MIDNIGHT).

FEE SCHEDULE:

FULL HALL DAY SHIFT:	\$600
FULL HALL EVENING SHIFT:	\$950.00
FULL HALL 8:00 AM TO 12:00 AM (MIDNIGHT):	\$1300.00
USE OF KITCHEN:	\$400.00
SECURITY DEPOSIT: <i>Due at Time of Booking</i>	\$1300.00
TOTAL AMOUNT DUE:	_____

BALANCE DUE: _____
Payments _____

BALANCE DUE ONE (1) MONTH BEFORE EVENT
WITH CERTIFICATE OF LIABILITY AND ALCOHOL AGREEMENT IF APPLICABLE
(Details on page #2)

YOU MAY NOT ACCESS THE BUILDING
BEFORE YOUR SCHEDULED TIME!!!!

The Dennis Cosgrove Community Center is owned by the Town of Wallkill and has been developed to provide the Wallkill community with a modern, clean, comfortable, and safe place to hold gatherings.

To accommodate such individuals and groups in a consistent manner the following Policies, Rules, and Regulations for renting the Community Center will apply to all individuals.

1. A **\$1300.00** deposit is required at the time of booking the center. Remaining balance must be paid no later than **one month** prior to function or the key will not be provided to you the day of the function and the date and deposit will be forfeited. The Security Deposit is refundable up to 30 days after contact is signed. **A \$100.00 cancelation fee will apply.**
2. **All applicants must provide a Certificate of Insurance naming the Town of Wallkill as an additional insured.**
 - **If no alcohol is to be served at the function a Liability Insurance Policy of \$500,000.00 must be provided.**
 - **If alcohol is to be served at the function a Liability Insurance Policy of \$1,000,000.00 must be provided. A signed Alcohol Agreement is required to serve alcohol.**
3. Applicants and their guests using the Community Center shall conduct themselves properly at all times while on the premises of the Community Center and shall refrain from any activity that would annoy or offend the public or other social gathering at the center. If any outbreaks of disturbance or misconduct occur, or if any law enforcement official has to be called, the Town of Wallkill has the right to remove any party responsible or to cancel this contract and ask everyone to leave without a refund of monies.
4. At the termination of applicant's use, the designated area shall be surrendered in the same condition of cleanliness and repair as it was upon commencement of the use, broom-clean, with all trash and other material removed to designated containers. If the Town incurs any expense to clean up or repair any condition resulting from applicant's use, the applicant shall be liable for any and all reimbursement to the Town of Wallkill in excess of security deposit.
5. Applicants shall be solely responsible for obtaining any and all required permits or approvals relating to its use.
6. All Cleaning supplies such as brooms, mops, garbage bags, etc. **MUST** be supplied by the renter.
7. **All Tables and chairs will be put away at the end of your event and no chairs will be put on top of the Tables or your security deposit will be forfeited.**
8. The Dennis Cosgrove Community Center will only be rented to **Town of Wallkill residents or non-profit organizations only**. We require a picture ID and a Water Bill (or some other appropriate document to prove residency) to establish residency. A copy of non-profit certificates to establish non-profit organizations.
9. The Dennis Cosgrove Community Center will only be rented for private parties, fundraisers, and group meetings. The Community Center will not be rented to organizations that charge admission to the general public as means of making a company profit.

Dennis Cosgrove Community Center Checklist

After your function is held, a Town of Wallkill employee will use the checklist below to determine the amount of Security **Deposit to be refunded**. If for any reason prior to the use, you as the renter notice any damage, please advise the Town of Wallkill Police Department. If the damage is not reported at once the renter will be held liable for the cost of repair. The deposit will be forfeited for failure to comply with the clean-up as listed:

1. Garbage must be taken out to the Dumpster in back of building including bathroom garbage.
2. Floors must be broom swept and spills mopped up.
3. Parking lot and area surrounding the building must be cleaned of all debris from party/function.
4. Nothing will be attached to walls at all (no tape, staples, pushes pins, etc...)
5. Kitchen left in clean and proper order.
6. Bathrooms left clean and in working order garbage empty.
7. Tables and chairs wiped clean and left in an orderly fashion.
8. **If doors are left open or unlocked.**
9. **ABSOLUTELY NO SMOKING ALLOWED INSIDE THE COMMUNITY CENTER.** Facility is subject to spot inspection by a code enforcement official. Fines will be issued.
10. The security lights must not be tampered with in any way or you will loose part of the security deposit.
11. All windows, screens, doors, and all other Community Center property is unharmed.
12. The Community Center has been properly locked and all the lights turned off (check bathrooms) and key returned to the Town of Wallkill Police Department Immediately after usage.

Failure to comply with this checklist and all other rules and regulations of renting the Dennis Cosgrove Community Center will result in the loss of the rights to use the Center in the future and possible billing for additional damage and / or cleaning incurred. These rules apply to everyone using the Community Center.

I understand that I am to pick up and return the Keys to the Building at the Town of Wallkill Police Department and that I am to leave the building in a clean and orderly condition. I will report any accidental breakage or damage to the Supervisor's office or the Police Department and agree to be responsible for the cost of repair or replacement.

The undersigned hereby represent that he / she is the applicant or authorized agent of the applicant named herein and that he / she has received and has read and reviewed all the rules and regulations set forth in this contract The undersigned acknowledges that he / she fully understands all of the rules and regulations set forth herein and agrees to abide by the rules and regulations and will use his / her best efforts to ensure that all individuals in attendance at the center will comply with the rules and regulations. The undersigned also declares that the factual information furnished by him / her in this application is true, accurate and complete to the best of his / her knowledge and belief. If the applicant does not conform to any and all of the rules and regulations set forth in this contract, the undersigned agrees that the Town of Wallkill is entitled to cancel this contract with no refund due to the applicant. Rental fees and times are subject to change at the discretion of the Town of Wallkill Supervisor and the Town of Wallkill Town Board without notice. The undersigned agrees to all items set forth in this contract.

Signature: _____ Date: _____

Witnessed by: _____ Date: _____



Consumption of Alcohol Agreement

The undersigned applicant, in serving any alcoholic beverages on Town property, understands the following:

1. Any individual, group, vendor or organization serving alcohol on Town property must provide a Certificate of Insurance for General Liability with a \$1,000,000 in coverage that names The Town of Wallkill 99 Tower Drive Middletown, NY 10941 as an additionally named insured.
2. No sales of alcohol.
3. No minors shall be served alcohol.
4. They are responsible for any and all damages caused by anyone in or attending their function.
5. The server/host of function which serves alcoholic beverages may be liable for injuries sustained by intoxicated persons.
6. They will clean up the area and maintain the area in the condition as it was when they arrived.
7. No Glass bottles allowed in Town parks.

To prevent unnecessary confrontation and/or conflict follow these tips:

- ✓ Have available and promote the consumption of non-alcoholic beverages.
- ✓ If possible, use a licensed bartender to dispense drinks.
- ✓ Check each person's ID. YOU MUST BE **21** YEARS OF AGE IN NEW YORK.
- ✓ Stop serving alcoholic beverages 1 hour prior to the end of your function.

If you suspect someone has had too much to drink:

1. **STOP** serving them.
2. Do **NOT** let them drive.
3. Call 911, if you are unable to handle the situation.

I, _____ have read and understand the terms and agree to
(Signature)
comply with this agreement.

Name: _____ Date of Event: _____
(Print)

