

# VILLAGE OF WILLIAMSVILLE ISLAND PARK RENTAL INFORMATION

**All shelter reservations are on a "first come, first served" basis. All fees are due up front.**

Your shelter reservation is confirmed and guaranteed with Village Board approval and full payment is received. Rental fee(s), security deposit and alcoholic beverage application fee must be included with your completed application form(s).

**PAYMENT:** Sorry, no credit cards. Cash or Check only. Make checks payable to Village of Williamsville. Security deposit must be on separate check, which is held and returned to applicant upon inspection of island.

Your approved and receipted permit (s) will be mailed to you. You must keep the approved permit(s) with you on the day of the event. Permit serves as only proof of your reservation.

**NOTE:** There is no guarantee of availability of grills, electric service, and picnic tables. Annual maintenance is required on the Town parking lot and availability of the parking lot is not guaranteed. We will attempt to notify you if this is the situation. We apologize for any inconvenience this may cause.

**NO BOUNCE HOUSES OR INFLATABLE AND OTHER ENTERTAINMENT APPARATUS. NO ANIMALS.**

All fees are due at time of application, including the security deposit

**ISLAND PARK – ALL ISLAND RENTAL**

(Island may not be completely closed off to residents)

Not-for-Profit Groups \$500.00 \_\_\_\_\_

All other functions \$1,500.00 \_\_\_\_\_

**SECURITY DEPOSIT (Same amount as shelter fee)** Security Deposit \_\_\_\_\_

Will be refunded 30 days after event.

Extra-ordinary costs incurred by the Village due to excessive cleanup will be deducted from your security deposit.

*Please note: If amplified sound is associated with this event and the permit is violated, your security deposit will be forfeited.*

**GARBAGE SERVICES** \$250.00 \_\_\_\_\_

A dumpster will be made available for your use. Fees include cost of disposal.

**CLEAN UP SERVICES** YES \_\_\_\_ NO \_\_\_\_ \$275.00 \_\_\_\_\_

Base fee for Village providing cleanup for your event.

Should the actual cost be more than \$275.00, any additional cost will be deducted from your security deposit.

**ALCOHOL PERMIT** YES \_\_\_\_ NO \_\_\_\_ \$75.00 \_\_\_\_\_

If alcohol will be served or sold, an alcohol permit fee is required.

**TOTAL FEES** \_\_\_\_\_

**TENT(S)** YES \_\_\_\_ NO \_\_\_\_

Tents larger than 400 square feet require a fire prevention permit form the Building Department.

Tents must be removed from the Island by noon on the first business day after your event.

**PORT-A-JOHN(S)** YES \_\_\_\_ NO \_\_\_\_

Please check if you will be using port-a-johns (at your own cost).

Port-a-Johns must be removed by noon on the first business day after your event.

**VENDORS** YES \_\_\_\_ NO \_\_\_\_

You must provide the Village of Williamsville with a list of all vendors that will be on the Island. All vendors must provide the Village of Williamsville with a certificate of insurance naming the Village as additional insured (sample attached), unless you carry event insurance which specifically covers your vendors.

**INSURANCE**

Certificate of Insurance required naming the Village of Williamsville as additional insured (sample attached).

**WALK THROUGH**

A walk through of the island will be held at 11:00am the Friday before your event. List contact below:

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_



WAIVER AND INDEMNITY AGREEMENT

I, \_\_\_\_\_ [herein known as "Permit Holder"], shall indemnify, defend and hold the Village of Williamsville, and all of its agents, employees, officers, trustees, representatives, insurers, successors and assigns [herein "the Village"], harmless against and from any and all claims, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs, expenses, judgments and demands whatsoever, in law or in equity (including, but not limited to those arising out of or in connection with any bodily injury or death) arising out of or in connection with Permit Holder's use of Island Park Pavilion, Island Park Picnic Shelter, Garrison Park Picnic Shelter or the Village Meeting House [herein "the Licensed Premises"], or from any act, omission, activity, work, or thing done, permitted or suffered by Permit Holder in or about the Licensed Premises, and shall further indemnify, defend default in the performance of any obligation on Permit Holder's part to be performed under the terms of the Rental Agreement, or arising from any act, neglect, fault, or omission of Permit Holder, or said Permit Holder's employees, contractors, agents and invitees, and from and against all costs, attorney's fees, expenses, damages and liabilities arising out of or in connection with any claim, action or proceeding brought thereof, including claims related to the granting of an Alcohol Permit (where applicable), and in case any action or proceeding be brought against the Village by reason of such claim, Permit Holder, upon notice form the Village, shall defend the same, at Permit Holder's expense, by counsel selected by the Village. Permit Holder, as a material part of the consideration to the Village for granting the Permit, hereby assumes all risk of damage to property or injury to persons in or about the Licensed Premises from any cause whatsoever. Permit Holder hereby waives all claims in respect thereof against the Village. The obligations of Permit Holder arising by reason of any occurrence taking place during the time period the Permit Holder utilizes the Licensed Premises shall survive any termination of the Rental Agreement or the Permit.

AGREES, that all Users are responsible for educating themselves on Center for Disease Control (CDC) and New York State Department of Health (DOH) guidelines for protecting against transmission of COVID-19, including recommended or required use of facial coverings and social distancing. Users agree to indemnify and hold the Village harmless against any claims for liability of the transmission of COVID-19 that may occur during an event.

STATE OF NEW YORK )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
 SIGNATURE

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence did depose and say that he/she/they reside in \_\_\_\_\_, that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in, and which executed, the within Instrument: and acknowledged 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES      CERTIFICATE NUMBER: sample use of premises      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000	X	Y				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is named as additional insured on the general liability and excess liability on a primary and non-contributory basis. The insurance company recognizes the hold harmless agreement between the certificate holder and insured, and the insured agrees to waive all rights of subrogation against the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Williamsville Judy Kindron 5565 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# **SHELTER PERMIT RULES and REGULATIONS Hours – 8A.M. to 10 P.M.**

**In Case of EMERGENCY – Call Amherst Police 689-1311**

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**Alcoholic beverages require special permit.  
No alcoholic beverages allowed at Garrison Park.**

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**Entertainment and amplified music requires a special Mayor's permit**

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**No bounce houses or inflatable entertainment apparatus.**

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**Rental fee and refundable deposit required.  
See Village Clerk's Office Monday – Friday – 8 am. To 4 pm.**

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**DO NOT REMOVE PICNIC TABLES**

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**All decorations MUST be removed including: Signs, Tacks, Nails, Staples, Tape, etc.**

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**Balloons and six pack rings must be disposed of properly.  
(These items present a danger to wildlife.)**

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**Structure must be left in a clean condition with all trash and food placed in  
receptacles in tied plastic bags.**

\*

**All vehicles must be removed immediately to the municipal lot after unloading or  
loading.**

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**Do not feed the wildlife.**

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**Fees are nonrefundable.**

Thank you for your cooperation. Your help keeps Williamsville Parks among the finest in New York State.