

# 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.

**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 ERIE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed same.

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