

VILLAGE OF WILLIAMSVILLE
SHELTER PERMIT

You must keep the approved permit with you the day of the event

RESERVATION DATE: _____

APPLICANT: _____
(Security deposit check will be mailed back to the person named above as "Applicant")

MAILING ADDRESS: _____
_____ Zip _____

PHONE: (w) _____ (h) _____ (c) _____

REQUEST USE OF: *Island Park Large Shelter* _____ *Island Park Small Shelter* _____
Garrison Park Shelter _____

BETWEEN HOURS OF: _____ and _____ *(Parks open at 8 AM & close at 10 PM)*

PURPOSE: _____

NUMBER OF PEOPLE ATTENDING EVENT: _____

MISCELLANEOUS: *Indicate below any extraordinary item your group proposes to bring into the park (i.e. beer truck, sound system, etc.) Extraordinary items require review and issuance of a separate Mayor's Permit. No animals, tents, or unusual apparatus or amusement devices are allowed. Please call 632-4120, ext. 3010 for further details and application forms.*

PLEASE SEE ATTACHED PARK REGULATIONS and CANCELLATION POLICY

I certify that I am at least 21 years of age and agree to be responsible for observance of all Village of Williamsville laws and regulations by all members of my group. I understand that in the event that I must cancel my event, I have read and understand the "cancellation policy" as stated on the Shelter Rental Information Sheet and agree to its terms. I understand that if there is an amplified sound permit associated with this rental and that permit is violated, I will forfeit my security deposit. I also understand that I must provide a signed waiver, or certificate of liability insurance naming the Village as additional insured, as outlined in the Shelter Rental Information.

_____ Date: _____
Signature of Applicant

OFFICE USE ONLY _____
Rev. Jan 2020

Approved by Village Clerk: _____ Date: _____

Permit Fee: \$ _____ Receipt #: _____ Date: _____

VILLAGE OF WILLIAMSVILLE SHELTER 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 when full payment is received. Rental fee(s), security deposit and alcoholic beverage application fee must be included with your completed application form(s).

CANCELLATION POLICY: See below.

No tents or canopies. No bounce houses or entertainment apparatus. No animals.

ALCOHOL, including beer and/or wine, is prohibited in Garrison Park. Alcohol is allowed only in Island Park and ONLY with approved separate permit.

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 shelter.

INSURANCE/WAIVER: A waiver must be signed for individuals renting shelters. Businesses and other entities must provide the Village with a certificate of liability insurance, naming the Village as a certificate holder and additional insured on the general liability and excess liability on a primary and non-contributory basis. Certificate must also include a waiver of subrogation in favor of the Village of Williamsville. Indemnification and hold harmless agreement attached is also required.

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. There is no guarantee of availability for the Garrison Park wading pool. Applicant is reserving the shelter space only. 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.

FEE SCHEDULE

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

Island Park Pavilion (180 person capacity)

(Approximately 12 picnic tables)

Personal/Family/Charitable Activities	\$250.00	
All other functions	\$700.00	

Island Park Picnic Shelter (40 person capacity)

(Approximately 4 picnic tables)

\$75.00

Garrison Park Picnic Shelter (40 person capacity)

(Approximately 4 picnic tables)

\$125.00

SECURITY DEPOSIT (Same amount as shelter fee)

Please provide a separate check.

Security check will be returned after inspection of premises (Subject to Village Board approval)

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

Security Dep.

ALCOHOL PERMIT (If alcohol will be served)

(Island Park only)

\$75.00

Other fees

TOTAL FEES

IMPORTANT: CANCELLATION POLICY

Your SECURITY DEPOSIT, ALCOHOL PERMIT AND MAYOR'S PERMIT FEES (if applicable) will be refunded in full. Your SHELTER PERMIT FEE(S) will be refunded at 50% if WRITTEN notice of cancellation is received no later than 30 days prior to confirmed event date. We regret that no Permit Fees will be refunded if written notice is not received at least 30 days prior to the event. Please send your written notice of cancellation c/o Village Clerk, 5565 Main St., Williamsville, NY 14221.

Revised Jan 2020

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

VILLAGE OF WILLIAMSVILLE

ALCOHOLIC BEVERAGE PERMIT

Island Park Only

(Applicant must carry this permit day of the event)

Permit Reservation Date: _____

Applicant: _____
(must be at least 21 years of age)

Address: _____

Contact Phone Number *(between 8am and 4pm):* _____

Fee: \$75.00 NO GLASS CONTAINERS ALLOWED
"Alcohol" includes beer and/or wine

SEE ATTACHED ALCOHOLIC BEVERAGE REGULATIONS

I certify that I am 21 years of age or older and agree to be responsible for observance of all Village of Williamsville laws and regulations by all members of my group.

_____ **Date:** _____
Signature of Applicant

OFFICE USE ONLY

Approved by Village Clerk: _____ **Date:** _____

Fee Received: \$ _____ **Receipt #** _____ **Date:** _____

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 in Garrison Park)**

*

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

*

(Rental Fee and Refundable Deposit Required)

See Village Clerk's Office

Monday – Friday – 8 am. To 4 pm.

*

DO NOT REMOVE PICNIC TABLES

*

All decorations MUST be removed including:

Signs, Tacks, Nails, Staples, Tape, etc.

*

Balloons and six pack rings must be disposed of properly.

(These items present a danger to wildlife.)

*

**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.

*

Do not feed the wildlife

*

Fees are nonrefundable.

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