

GROUP USE / EVENT APPLICATION

Bedford Hills Train Station ~ 46 Depot Plaza, Bedford Hills, NY 10507

This application must be submitted to the Town of Bedford Recreation & Parks Department office at least 10 days prior to date (or first date) of planned usage. Please read the Train Station Use guidelines including insurance requirements. **Please note: alcohol on any Town of Bedford owned property is only allowed if a permit is obtained from the Town Clerk's office prior to the date of the event, see the attached permitting process and application.**

APPLICANT INFORMATION

Name of Resident/Organization:

Full Address:

Home Phone:

Cell Phone:

Email:

Person in charge of event (if different):

Cell Phone:

Email:

EVENT INFORMATION

Week Day(s) of Event

Date of Event (include ALL program dates)

Anticipated total attendance:

Alcohol must obtain permit from Town Clerk, ask for permit application or go to bedfordny.gov/forms & applications

Time of event

Include time for:

Start: _____ am/pm

set up

End: _____ am/pm

break down

Type of Function:

Admission/fees charged to vendors/participants? YES NO Fee to be charged \$ _____

For what purpose are the proceeds being used? _____

Note: No profit can be recognized through Admission / Fees charged for events held at the BH Train Station

Supplies and equipment other than food and beverages you will be bringing:

The above named person, on behalf of the organization/resident, agrees to all facility-use guidelines as described in the information provided:

SIGNATURE OF APPLICANT

DATE

Recreation Use Only

Total Fee Charged \$ _____ Deposit Amount Required \$ _____

Fee Received

HH Received Insurance Received Alcohol Requested

Deposit: Paid Returned

Additional Info _____

Approval by Superintendent of Rec & Parks _____ Date _____

Copy to:

Town Clerk

Building

Police

File



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

We/I agree to hold harmless, indemnify and defend the Town of Bedford, its elected officials, employees, agents, and representatives, from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including but not limited to personal injury, disability, illness, death, property damage or theft, arising from my/our use of the field/facility in the Town of Bedford. We/I further also voluntarily release, covenant not to sue, discharge and agree to assume all of the foregoing risks and accept sole responsibility for any injury including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that we/I or any other participant may experience or incur in connection with or through the use of any Town field/facility.

I further acknowledge the contagious nature of COVID-19, also known as the Coronavirus, and voluntarily assume the risk that we/I may be exposed to or infected by COVID-19 as a result of the use of any Town field/facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death and agree that this release and agreement to indemnify and hold harmless the Town of Bedford includes, but is not limited to, any claims relating to COVID-19 arising out of the use of any Town field/facility.

Organization Name: _____

Event Location: _____ Date of Event: _____

Name: _____ Signature: _____

Date: _____

Nature of Use: Facility/Field/Park use in the Town on Town of Bedford Property

Please sign, date and return to:

**Town of Bedford
Town Clerk's Office
321 Bedford Road
Bedford Hills, NY 10507
Fax (914) 666-5249**

FACILITY-USE GUIDELINES

Bedford Hills Train Station – 46 Depot Plaza, Bedford Hills, NY 10507

These guidelines are intended to assist you with your use of the Bedford Hills Train Station. Your cooperation in adhering to all guidelines is appreciated so that other community groups may enjoy its use. Please read these guidelines carefully prior to submitting your usage request. - *Thank you.*

1. A copy of this application form will be issued to you if/when it is approved. It will be mailed and/or emailed to the organization's address as you have indicated on the front of the application. Please be sure to have it available for inspection at the Bedford Hills Train Station on the day(s) of your usage. All user groups will be required to sign a Hold Harmless Form.
2. The BHTS may be reserved for a specific time period, including setup and breakdown time. Please arrive promptly to begin setup and please leave on time following the breakdown at the conclusion of your event/program.
3. The Town leases the train station from Metro North Railroad under a lease which expired on September 30, 2015. The MTA is Metro North's agent and handles the Town's lease. The MTA is permitting the Town to remain in occupancy of the train station on a month to month basis, pending a new lease for municipal purposes.
4. Please always leave the facilities you use in the same or better condition than you found them.
5. The BHTS is a NO SMOKING facility, smoking outside the building is restricted to 50' from any entrance. Candles are **NOT** permitted.
6. Use of the BHTS is limited between the hours of 8:00am and 11:00pm. Room capacity is 75, however, when using tables and chairs, fewer people can be accommodated. There is no kitchen facility.
7. Businesses, organizations and non-profit groups will be required to provide a certificate of insurance naming the Town of Bedford as additional insured. Please review the attached insurance requirements.
8. Please be extremely cautious when decorating any area of the BHTS so as to not damage walls, equipment, etc. and all decorations must be approved-fire-resistant materials and be removed when done.
9. All approvals for use of the BHTS, though granted, are subject to cancellation in the event of conflict with the Town of Bedford Recreation and Parks Department's activities as deemed by the Superintendent of Recreation and Parks or if facilities are misused, damaged or policies are not being observed.
10. All functions attended by minors must be chaperoned by a ratio of 1:12 (one adult to twelve minors).
11. *Cancellation Policy:* The Town of Bedford Recreation and Parks Department must be notified of an event/program cancellation by 3:00pm on the last working day prior to the planned usage or the organization may be subject to partial or full loss of fee. If inclement weather causes an organization to cancel on the scheduled date of their event/program, then an alternative date will be provided subject to availability.
12. The use of alcoholic beverages in the BHTS is prohibited unless a permit is granted by the Town Clerk. Please note a separate alcoholic beverage permit application must be submitted to the Town Clerk for consideration.
13. It shall be the liability of the user/organization for damage to any area or equipment in the BHTS and they will be responsible for the costs for repair or replacement.
14. There are ten 6' folding tables and 30 padded folding chairs available for your use (tables and chairs cannot be used outside). Any tables or chairs brought in by a caterer or outside group **MUST** have table leg floor protectors to prevent scratching /gouging for the wood floor and should be approved by the Recreation Office prior to the event.
15. Please bag all bulk trash, and leave it inside by the front door. Recycling is required as posting in the building. Recycling and trash containers should be utilized as marked.
16. Please use **ONLY** those rooms or areas of the building which have been approved for your use.
17. In the event of an emergency contact the Town of Bedford Police Department at 241-3111.

NOTE: Heat & Air Conditioning - Instructions are posted by the thermostat.



INSURANCE REQUIRED FOR TOWN OF BEDFORD OWNED PROPERTY

Insurance

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each location, if applicable.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.
 - c) Waiver of Subrogation to apply in favor of the Town of Bedford.

IF APPLICABLE:

- 2) Workers Compensation and Employers' Liability and N.Y.S. Disability – Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees and Workers Compensation must include a waiver of subrogation in favor of the Town of Bedford.
- 3) Commercial Umbrella: \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

Note: ACORD form is not acceptable proof of workers compensation coverage; must provide C- 105.2 and Disability to be provided on DB-120.1

Note:

a) Town of Bedford and their agents, officers, directors, employees and volunteers must be listed as additional insured using endorsement CG 2026 or equivalent with the exception of the Workers Compensation and N.Y.S. Disability policies. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.