

MURRAY CENTER FACILITY USE AGREEMENT

This Murray Center Facility Use Agreement (“Agreement”), between the Development Authority of the North Country (“AUTHORITY”) and _____ (“USER”), governs the use of AUTHORITY property located at 23182 NYS Route 177, Rodman, NY 13682 and improved with the Murray Center building, a pavilion, a parking lot and designated walking trails (hereinafter, such improvements and the real property on which they are located are collectively referred to as the “FACILITY”).

Terms and Conditions

The Application

Before entering into this Agreement, USER has completed the Murray Center Reservation Application (“Application”). Unless noted below, all information in the Application was true when made and remains true through the date of this Agreement. [Please note any changes here: _____

_____].

Date and Hours Reserved

Subject to the Authority’s right to cancel or to alter this Agreement at any time for any reason, the FACILITY is reserved by USER on _____, 201__, between the hours of _____ am/pm and _____ am/pm (the “Reservation Period”).

Please note USER is responsible for ensuring all of its attendees (which, for purposes of this Agreement, includes, but is not limited to, USER’s members, employees, guests, invitees and vendors) leave the FACILITY at a time which enables USER to complete its cleaning of the FACILITY prior to the end of the Reservation Period.

Services Provided

Staff: The AUTHORITY does not staff the FACILITY on a full time basis. No AUTHORITY personnel or staff will supervise, direct or control USER or any of USER’s activities at the FACILITY.

Access Code: The AUTHORITY will provide USER with an access code which will enable USER to open the Murray Center building, which is a part of the FACILITY.

Tables, Chairs, and Stage: Items such as tables, chairs and a stage may be provided at the FACILITY by the AUTHORITY in its sole discretion. If provided by the AUTHORITY, such items will be set up and taken down by AUTHORITY Staff outside the Reservation Period. If provided by the AUTHORITY, such items may not be removed from the Murray Center building or from any other part of the FACILITY at any time during USER’s event. Any request for such items by USER must be accompanied by a floor plan/layout prepared by USER.

Deep Cleaning: AUTHORITY Staff will perform deep cleaning only, such as mopping and vacuuming, following the conclusion of the Reservation Period.

Parking: There is no additional cost for use of the parking lot which is part of the FACILITY.

Food

There are no kitchen or cooking facilities at or on the FACILITY. The Authority does not provide any food serving materials or equipment. All food must be prepared by, brought to the FACILITY by, and served by USER (or by a caterer hired by USER). Two (2) days prior to the Reservation Period USER shall advise AUTHORITY Staff of the name, address, telephone number and scheduled arrival time of any caterer hired by USER. If USER hires a caterer, a minimum of one (1) person from caterer's staff is required to be present at the FACILITY at all times while catering activities are being performed (including preparation and clean up).

Clean-Up Responsibilities

Clean-up, other than deep cleaning, is USER's sole responsibility.

Unless specifically addressed below, USER must remove everything brought onto the FACILITY by USER or its attendees.

The USER is responsible for the following during and upon the conclusion of its event:

- USER shall provide sufficient supervision to minimize the spillage of food and beverages at the FACILITY, especially within the Murray Center building.
- All tables, inside and outside, must be cleared and wiped clean.
- Floors of the Murray Center building must be broom cleaned.
- All trash must be placed in receptacles provided by the AUTHORITY. If trash will not fit in the receptacles (e.g., large boxes), the trash must be broken down by USER and taken to an AUTHORITY designated location, such as the one located behind the Murray Center building.
- Any decorations must be taken down and removed from the Murray Center building.
- Any USER who leaves an excessive amount of trash at the FACILITY, or who leaves any trash in an undesignated area, is subject to a charge of up to \$500.

Miscellaneous

Live animals, except for service animals, may not be brought in to the Murray Center building or pavilion.

USER and its attendees are restricted to public use areas of the FACILITY.

The AUTHORITY is not responsible for any items or property left before, during or after an Event.

AUTHORITY Staff may enter the Facility at any time for any reason.

The AUTHORITY may take photographs of USER's event at the FACILITY for its records and for the Authority's future use.

USER is solely responsible for ensuring the number of attendees does not exceed the amount stated in the Application.

USER is responsible for any damage to the FACILITY during USER's event caused by USER or its attendees. In cases where the FACILITY has been damaged or abused beyond normal wear, USER will be billed for all damage and additional clean-up.

The AUTHORITY does not provide storage in the Murray Center building or in any other part of the FACILITY. Storage is not available before or after a USER's event. Any decorations, props, furniture, beverage dispensers, or other personal property must be removed from the FACILITY by USER at the end of its event.

Fees and Charges

There are no user fees for use of the FACILITY.

Insurance and Security

Insurance

In order to use the FACILITY, USER shall secure at its sole cost and expense occurrence based general liability insurance with a limit of \$1,000,000, naming the Development Authority of the North Country as additional insured. Written proof of such insurance coverage, in full force and effect during the entire Reservation Period, shall must be provided to AUTHORITY at least ten (10) business days prior to commencement of the Reservation Period.

In addition, USER shall require any service provider it hires (including but not limited to, caterers, disc jockeys and decorators who will provide services at the FACILITY) to secure and keep in force during the Reservation Period occurrence based general liability insurance with a limit of \$1,000,000, naming the "Development Authority of the North Country" as an additional insured. Written proof of such insurance coverage shall be provided to the AUTHORITY facility no later than 10 business days prior to commencement of the Reservation Period.

Security

USER is responsible to provide adequate security at its event. The AUTHORITY, in its absolute discretion, reserves the right to require certain security measures by any USER.

No Smoking Policy

Smoking is not allowed anywhere at the FACILITY at any time.

No Alcoholic Beverages Policy

Alcohol use is not allowed anywhere at the FACILITY at any time.

Indemnification

USER agrees to defend, indemnify and hold harmless the AUTHORITY, including its directors, officers and employees, from and against any and all claims, demands, causes of action, costs, or liabilities incurred by AUTHORITY, or by the AUTHORITY's directors, officers and employees, arising from USER's acts or omissions (including those which are negligent or involve willful misconduct), as well as any act or omission of USER's vendors, employees, contractors, or attendees, except to the extent any such claims, demands, causes of action, costs, or liabilities arise from the negligent or intentional misconduct of the AUTHORITY, or the AUTHORITY's directors, officers and employees.

Risk of Loss

The AUTHORITY is not responsible for loss, theft or damage to any property of USER or USER's attendees.

THE AUTHORITY RESERVES THE RIGHT TO CANCEL OR TO ALTER THIS AGREEMENT AT ANY TIME FOR ANY REASON. IN THE EVENT THIS AGREEMENT IS CANCLED OR ALTERED BY THE AUTHORITY, THE USER SHALL HAVE NO RECOUSE AS AGAINST THE AUTHORITY.

By signing below, USER acknowledges that he/she has read and agrees to all above terms and conditions.

USER

Signature

Print Name

Organization (If Applicable)

Date

AUTHORITY

Signature

Print Name

Date