

**BUILDING & PROPERTY RENTAL APPLICATION**

The facilities at Gavin Park are primarily for use by Wilton organizations, residents of the Town of Wilton, the Parks & Recreation Department, and Town of Wilton programs. All rental facilities at Gavin Park are subject to availability. Included in the Gavin Park facility are:

Available for Rent: Gavin Gym, Dailey Gym, Meeting Room, Athletic Fields, Baseball Fields, Batting Cage & Pavilion

Non-Rentals: Game Room, Walking Track, Open Spaces, Public Pavilion, Playground, Basketball Courts, and Tennis Courts.

**INSTRUCTIONS:** Check with the Park & Recreation staff for availability of space and dates. Complete and sign this form and submit the following to the Gavin Park Administrative Office:

- Completed & Signed Town of Wilton Rental Application
- Corporate Resolutions or written authorization allowing you to sign for organization
- Two (2) separate checks made payable to "Town of Wilton" (rental fee and \$250 deposit)
- Proof of Residency
- A Hold Harmless Agreement & Certificate of Insurance

Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Organization/Group Name: \_\_\_\_\_

<u>Area Requested</u>	<u>Dates Requested</u>	<u>Hours of Use</u>
<input type="checkbox"/> Dailey Gym (no A/C)	_____	From ____ To ____
<input type="checkbox"/> Gavin Gym	_____	From ____ To ____
<input type="checkbox"/> Athletic Field	_____	From ____ To ____
<input type="checkbox"/> Baseball Field	_____	From ____ To ____
<input type="checkbox"/> Pavilion	_____	From ____ To ____
<input type="checkbox"/> Meeting Room	_____	From ____ To ____
<input type="checkbox"/> Batting Cage	_____	From ____ To ____
<input type="checkbox"/> Batting Cage Machine	_____	From ____ To ____
<input type="checkbox"/> Other	_____	From ____ To ____

**Purpose & Full Description of Use:** \_\_\_\_\_

Is the organization in the town of Wilton?  Yes  No

Apx. Size of Group? \_\_\_\_\_ Will there be spectators?  Yes  No

Is the organization a Not-For-Profit?  Yes  No

Will you be bringing in outside vendor(s)?  Yes  No

Admission Fee?  Yes \$ \_\_\_\_\_  No

If yes, how many? \_\_\_\_\_

How did you hear about our facility? \_\_\_\_\_

If yes, name of vendor(s): \_\_\_\_\_

(all outside vendors must show proof of having their own insurance)

Equipment and/or Furniture Needs: \_\_\_\_\_

**Condition of Use:** It is understood that the above-named user will abide by all policies and rules of the Town of Wilton, the Parks & Recreation Department, NY State Health Department, and they shall be liable for all damages from the activity. I understand there are no children allowed in the facility during adult programming. Pre-payment is required.

Would you like your security deposit check returned or destroyed?  Returned  Destroyed

*I have notified the Town of Wilton and my insurance carrier of all activities that will take place during my event and have provided the town with a Certificate of Insurance which covers all of the events and activities as outlined above.*

**Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Mobile Number:** \_\_\_\_\_

**CANCELLATIONS - ALL FACILITIES:**

- If cancellation is made 90 or more days before the first date of use, 100% refund will be issued.
  - 30-89 days before first date of use, 50% refund will be issued.
  - 15-29 days before first date of use, 25% refund will be issued.
  - 1-14 days before first date of use, no refund will be issued.
- Cancellations must be in writing or made in person.

**HOURS OF OPERATION:**

Hours of operation and availability for multipurpose facilities and gymnasiums are specified by the Parks & Recreation Department. These hours will vary as required and will have no bearing on the outside areas hours of operation.

Outside Areas Hours of Operation:

Park Opens at 9:00 am, daily

Park Closes at 6:00 pm, daily during EST and 9:00 pm during DST

Outside Areas' refers to the fields, pavilions, playground, and general open green areas. Violators in the park during closed hours will be considered trespassers, reported to law enforcement, and prosecuted to the full extent of the law. Any vehicles left after the park closes will be towed at the owners expense. Video monitoring surveillance is in use.

**SNOW OR WEATHER RELATED CLOSING:**

It is the responsibility of the renter to contact the Recreation Department to see whether the facility will be open. Gavin Park does not follow school closings. Wilton Town buildings are usually open, regardless of inclement weather.

**FEES, DEPOSITS & PAYMENTS:**

Fees are determined by the Town Board and are to be paid under the terms and conditions set forth by the Parks & Recreation Department. A \$250 security deposit is required against damages to the facility or equipment. Deposit must be paid at the time of reservation. The facility must be left in the condition it was found and all equipment returned. After use, the rental will be inspected by Parks & Recreation Department staff to determine any damage or infringement of rules. They will make a recommendation to the Parks & Recreation Director and the Parks & Recreation Commission as to whether or not to return or take the deposit. Damages in excess of deposit amount of \$250.00 will be billed to user. Failure to pay may result in legal action and forfeiture of future rentals. There is a \$20 fee for all returned checks. If the payment of your bill is 10 days overdue, your rental privilege may be revoked.

**INSURANCE & HOLD HARMLESS REQUIREMENTS:**

All users are required to provide a Certificate of Insurance with minimum limits of:

\$1,000,000.00 Bodily Injury, per occurrence

\$1,000,000.00 Property Damage, per occurrence

\$2,000,000.00 Aggregate, or \$1,000,000.00 Combined Single Limit

Users are required to provide a Certificate of Insurance naming the Town of Wilton, the Dailey Foundation, and Saratoga Springs City School District as additional insured on a general liability policy with the limits set by the Town of Wilton Parks & Recreation Department/Commission. All users are required to fill out and sign the Hold Harmless Agreement (page 3).

**GENERAL RULES FOR GAVIN PARK**

- Please watch for children. Pedestrians have the right of way.
- No pets/livestock allowed.
- Please be respectful of other activities in progress.
- Firearms and fireworks are not permitted.
- No alcoholic beverages or glass containers are allowed.
- Children must be supervised at all times.
- Fires for cooking are permitted at the barbecue sites at the Rental Pavilion ONLY. No other grills are permitted.
- The Speed Limit in the Park is 15 MPH.
- All vehicles must stay on designated roadways.
- Parking is permitted in designated areas only.
- Cars parked in NO PARKING areas will be towed at owners expense.
- All DJs, equipment, tents, bouncy bounces, use of electricity, stakes in the ground, etc., must be approved in advance by the Parks & Recreation Director and/or the Maintenance Supervisor.
- No propane or gasoline may be brought into the park.

**RENTAL PAVILION USEAGE**

- The Rental Pavilion is the larger pavilion, which has cooking grills. It is available to rent for recreational gatherings.
- The Public Pavilion by the restrooms is open to the public at all times during park hours of operation. Cooking is NOT allowed at this pavilion.
- The Public Pavilion is NOT rentable.
- Tables should be placed back in the same position they were in before rental users arrived.
- Children must be properly supervised at all times.
- Pavilion rentals may include fields, if they are not in use or under rental.
- Play areas are open to the public.

**MULTIPURPOSE FACILITY (GYMNASIUM) USEAGE**

- Permitted activities are determined by the Parks & Recreation Department and Commission.
- No food, drinks, or gum is permitted in the facility.
- Wet shoes must be left in the hallway.
- Equipment requests must be made in advance.
- Due to insurance requirements, no children are permitted in the facility during adult programming.
- Children must be properly supervised at all times.
- Activities should begin and end promptly, as scheduled.
- Hours of availability are specified by the Parks & Recreation Department.

\*\*\* Any violation of the above rules and guidelines could terminate usage rights. \*\*\*

Deposit \$ \_\_\_\_\_ Check # \_\_\_\_\_ Security Deposit Check:  Returned/Destroyed  Cashed

Insurance Certificate Expiration Date (M/D/Y): \_\_\_\_\_ Ins. Carrier & Policy Number: \_\_\_\_\_

Maintenance Report: \_\_\_\_\_

Maintenance Signature: \_\_\_\_\_

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**HOLD HARMLESS AGREEMENT**

Applicant/Vendor hereby releases and discharges the Town of Wilton (hereafter known as the Town), located at 10 Lewis Drive, Saratoga Springs, NY, from any and all claims, causes of action, or liability for any injuries the applicant/vendor may suffer resulting from the applicant/vendor's participation in the Town's activities or the use of the Town's facilities, whether or not the same arises out of, or results from, any act, omission, or conduct of any of the Town's Parties.

Section I. Assumption of Risk, Release, and Waiver of Liability; Indemnity concluded:

**Applicant/Vendor acknowledges that he/she has carefully read this agreement and is aware that it contains a waiver and release of liability and the applicant/vendor is giving up substantial rights. Applicant/Vendor is signing this agreement of his/her own free will and intends for his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Applicant/Vendor: \_\_\_\_\_  
(please print name)

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date of Event: \_\_\_\_\_ For: \_\_\_\_\_  
(mm/dd/yyyy) (organization/vendor/user)

Applicant Signature: \_\_\_\_\_  
(authorized to sign for above)