

**TOWN OF NEW CASTLE
WALLACE AUDITORIUM
Facility Rental Request**

(Please Print)

Today's Date: ____/____/____

Note: Once approved by the Town of New Castle, this Facility Rental Request shall constitute a contract and shall be subject to the terms and conditions set forth on the attached General Facility Regulations.

Sponsoring Organization or Individual: _____

Contact Information:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Purpose of Function: _____

Group is: Business [] Organization [] Private [] Other []

Name of event or program: _____

Requested Date: _____ Requested Time: _____ to _____ Estimated # of people: _____

[] Auditorium (427 seats)

[] Conference Room 1 [] or 2 []
(Capacity of each room: 25 persons)

[] Weekdays between 8:00 am – 3:00 pm \$125 per hour

[] Weekdays between 8:00 am – 3:00 pm \$25 per hour

[] Weekdays between 3:00 pm – 10:00 pm \$150 per hour

[] Weekdays between 3:00 pm – 10:00 pm \$40 per hour

[] Weekend between 8:00 am- 10:00pm \$150 per hour

[] Weekend between 8:00 am- 10:00pm \$40 per hour

[] Holidays between 8:00 am- 10:00pm \$150 per hour

[] Holidays between 8:00 am- 10:00pm \$40 per hour

[] Dressing Room - \$400 fee

[] Non-Resident – additional \$10.00 per hour

[] Non-Resident – additional \$25.00 per hour

[] Security deposit \$100

[] Security deposit - \$1,000

[] Weekly Rate - \$5,000 (includes Dressing Room + 1 cleaning)

Note: 4 Hour Minimum on all rentals; \$75 for each additional hour

By submitting this Facility Rental Request to the Town, the individual or organization ("Event Sponsor") signing below acknowledges that Event Sponsor has read and understands the General Facility Regulations for use of the facility. Submission of this Facility Rental Request does not guarantee confirmation of your requested rental. The information provided will be used by the Town to determine availability of the facility. No event should be considered confirmed until all rental requirements have been satisfied and full payment has been received and accepted by the Town:

Signature _____ Date _____
(Individual / Authorized Representative)

Received By: _____ Date _____

OFFICE USE ONLY

Security Deposit: \$ _____ Payment \$ _____ Insurance received: _____

Approved by: _____ Date: _____

General Facility Regulations

The Wallace Auditorium can be used as a community arts, culture and conference center for meetings, classes and similar types of events, as determined exclusively by the Town. The facility cannot be used to host private parties or for religious services. Please contact the Town Administrator with any questions concerning your proposed use of the facility.

Use of the facility is limited to the times and purposes requested and approved. An appointment must be made by calling the Recreation Office for any preliminary walk through of the facility.

- The Event Sponsor agrees to be responsible for the authorized use and due care of the facility and shall promptly reimburse the Town for any loss or damage to the facility, including its fixtures and equipment, caused by the acts or omissions of Event Sponsor and/or its agents and invitees.
- The Event Sponsor or its authorized representative must be at least 21 years of age and shall assume full and complete responsibility for the facility rental.
- Rentals are NON-TRANSFERRABLE and must be used only by the individual or organization making the reservation.
- Reservations are NOT CONFIRMED until payment is received IN FULL. Checks must be made out to "Town of New Castle."
- A security deposit will be required with all reservations. Any individual or organization using the facility shall be fully responsible for any resulting damage to the premises. Should there be no assessed damage after the event, the deposit will be returned. Security deposits will not be returned for cancellations that occur less than 2 weeks prior to the event.
- Reservations cannot be made more than 12 months prior to an event.
- For residency purposes, an individual must reside within the Town of New Castle and for a non-individual, there must be a physical business address in New Castle.
- Cancellations: The Event Sponsor shall be entitled to a full refund for event cancellations received by the Town at least 3 months prior to the date of the event. If an event is cancelled less than 3 months' prior notice to the Town, then the Event Sponsor shall be entitled to a 50% refund, except that no refunds shall be given for events cancelled less than two weeks prior to the date of the event. However, for an auditorium booking of longer than a week's duration, the Event Sponsor shall be entitled to a full refund for event cancellations received by the Town at least 6 months prior to the date of the event. Thereafter, there shall be no refund. No refunds for inclement weather will be provided unless the Town closes the facility or cancels the reservation. We will work with you to schedule an alternate date should a cancellation become necessary.
- The Town reserves the right to limit the number or length of bookings by an individual or group so as to make the facility available to other groups.
- Smoking and any form of tobacco use is prohibited in all areas inside and around the facility.
- Rental of the dressing room charge is per week or per consecutive days booking, whichever is shorter and includes basic cleaning (bathrooms daily). Requests for more detailed cleanings will be a separate charge.
- Maximum occupancy of the facility per the Uniform Fire Code is 535 persons. The Town will reject any proposed use of the facility above the maximum occupancy.

- Events and programming may operate between 8:00 a.m. and 10:00 p.m. All events must conclude by 10:00 p.m., including break-down of any equipment. The rental period includes the set-up and break-down time.
- No sound amplification equipment is permitted outside the facility, including the patio area.
- There shall be no abusive language or nudity used in any performance or event.
- Adult supervision is required of minors at all times before, during and after an event.
- Food and beverages are prohibited in the house of the theatre. Alcoholic beverages and other intoxicants are strictly prohibited on the premises.
- Animals are prohibited in all areas of the theatre, except dogs assisting persons with disabilities, and as required on stage for events.
- Prior approval is necessary for any planned use of open flames, fog, haze, fireworks, flash pots or other pyrotechnic devices no less than four weeks in advance of the event. No highly flammable or volatile fluids shall be used for any purpose. No device using pressurized, bottled gas is permitted in the building.
- The Town does not furnish any equipment, such as chairs, projectors and sound/lighting equipment, which are not already on the premises. The Event Sponsor should make arrangements to supply all additional equipment needed for the event.
- The Town reserves the right to modify Permit times if necessary to accommodate Town programs.
- Parking around the Wallace Auditorium is permitted only in designated areas. Please do not park illegally on the streets or on any grass surface surrounding the premises.
- The use of non-electronic, directional signs is permitted on the property on the day of the event only. All directional signs must be removed at the end of the event.
- Please leave the premises in the same or better condition than you found them. The cost of any non-routine cleaning or repair resulting from the use of the premises will be charged to the Event Sponsor who agrees to reimburse the Town for such cleaning or repairs.
- All materials and property brought into the premises must be removed immediately following the event.
- Nothing should be stapled, taped or attached to any wall, door, window or other structure in or around the premises.
- The Town will not confirm rental requests without having received proof of insurance coverage effective through the date(s) of the event. Minimum insurance requirements are set forth on the attached Certificate of Liability Insurance form.

Your Permit

A copy of the Facility Rental Request will be mailed to the Event Sponsor after it is reviewed and approved by the Town and will constitute the Permit for your event. Please have it available for inspection on the day(s) of your event. The Town reserves the right to revoke any Permit in the event that the Town determines that the Event Sponsor has failed to comply with the General Facilities Regulations or any other applicable regulation or law.

To the fullest extent permitted by law, Event Sponsor agrees to indemnify, defend and hold harmless the Town of New Castle and its officials, employee and agents from and against any and all actions, claims, damages and demands of any nature (including, without limitation, personal injuries or property damage) arising out of or related to Event Sponsor's rental of the facility. Event Sponsor also waives any and all claims against the Town of New Castle arising out of, or related to, Sponsor's rental of the facility.

I have read and agreed to abide by the terms and conditions set forth above.

Name of Organization/Individual (print)

Authorized Signature

Date

Insurance Requirements

Please email certificate to rsnyder@mynewcastle. 10 days prior to the scheduled event *no* exceptions a certificate of insurance issued to the Town of New Castle, 200 South Greeley Ave, Chappaqua, NY 10532 (attention: Superintendent of Recreation) .

The certificate [see attached sample certificate] must reflect:

1. The Town of New Castle, their employees, it's officers, volunteers, representatives and agents as additional insured's on the permit holders insurance policies.
2. The permit holder's insurance must be primary and non-contributory to any insurance the Town of New Castle may or may not have.
3. The permit holder's insurance must include a waiver of subrogation endorsement in favor of the Town of New Castle , it's officers, volunteers, representatives and agents
4. The permit holder's insurance must provide the town of New Castle with a 30 days' notice prior to an organization's policy cancelling or non-renewing. Note: the above are minimum requirements, at the sole discretion of the Town of New Castle. Additional insurance may be required based on the specific event.
5. Sample copies of a certificate insurance are included for your review



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Renters of Conference Room with No Alcohol Served	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Light Construction

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nj) <input type="checkbox"/>						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The above policy includes Additional Insured status for The Town of New Castle, NY; the Town's Employees, its Officers, Volunteers, Representatives and Agents.

CERTIFICATE HOLDER

Town of New Castle, NY
200 South Greeley Avenue
Attn: Town Administrator
Chappaqua, NY 10514

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Renters of Wallace Auditorium with No Alcohol Served	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: Light Construction

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The above policies include:

1. Additional Insured status for The Town of New Castle, NY; the Town's Employees, its Officers, Volunteers, Representatives and Agents.
2. A Waiver of Subrogation Endorsement in favor of the Certificate Holder and the Town's Employees, its Officers, Volunteers, Representatives and Agents.
3. A primary and non-contributory Endorsement confirming the insured's policies are primary and non-contributory to those policies the Town of New Castle, NY may have.

CERTIFICATE HOLDER

Town of New Castle, NY
 200 South Greeley Avenue
 Attn: Town Administrator
 Chappaqua, NY 10514

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE