

APPLICATION FOR THE USE OF FACILITIES OF THE TOWN OF LEWISTON FOR  
KIWANIS PARK PAVILION WITH CONCESSIONS

Name of Organization: \_\_\_\_\_

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

Name and Phone of Contact Person: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Give dates, if any, which will be needed for setting up and/or dismantling of event:

\_\_\_\_\_  
\_\_\_\_\_

Discuss the arrangements to be made for the following:

Prevention, clean-up, removal of litter: \_\_\_\_\_

Sanitary Facilities: \_\_\_\_\_

A nonrefundable deposit of \$125.00 for residents or \$175.00 for nonresidents will be required to hold your reservation, for keys to lavatory facilities, electrical, etc. at Kiwanis Pavilion with Concession Stand.

Proof of Insurance is also required. Please contact your home insurance provider and ask them to fax a certificate of insurance to us. Reservations will only be held for five (5) days without the deposit or Certificate of Insurance.

If mailing, please send to:

Recreation Department

Lewiston Town Hall

P.O. Box 330

Lewiston, NY 14092

Office Phone.....716-754-8213 ext. 237 Fax .....716-754-0873

CONTRACT FOR USE OF FACILITIES

TOWN OF LEWISTON

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Lewiston, hereafter designated as “Town” and \_\_\_\_\_ hereinafter designated as the “Licensee.”

Whereas, The Town maintains real property situate in the Town of Lewiston, commonly described as follows:

Whereas, the Licensee desires to utilize this facility for the purposes set forth on the application annexed hereto, which the Licensee hereby acknowledges is suitable and acceptable for the use requested.

1. During the term of this agreement the Licensee shall be allowed the use of the facility for the purpose set forth in the application.
2. The Licensee shall be permitted to erect such structures as may be necessary to effect the use requested, provided however, that prior to the installation of such structures, the placement, type, and purpose shall be first approved by the Town and the same shall be erected in accordance with Town specifications and regulations and such other applicable laws and regulations and shall be further subject to inspection of the Town.
3. The Town retains the right to enter upon the facility during the term of this agreement to insure compliance with all Town, State, and Federal laws, regulations and specification and shall have the right to terminate any activity in violation of such laws, regulations or specifications.
4. The Licensee shall provide a public liability insurance policy in the amount of \$\_\_\_\_\_, which said policy should name the Town as an insured party. The Licensee hereby agrees to hold harmless and indemnify the Town from any and all claims, suits, causes of action, or liabilities of any kind or nature arising out of or by reason of the execution of this agreement or activities to take place upon the facility.
5. This agreement shall be in force for the dates of \_\_\_\_\_ to \_\_\_\_\_.
6. The Licensee agrees to accept the facility in its present condition and further agrees to surrender it in the same or better condition.

7. The Licensee agrees to provide, without charge to the Town, sufficient competent personnel to supervise and operate the event and further agrees to provide sufficient security forces for crowd control, traffic control, disturbances, adequate lavatory facilities and adequate first aid facilities and personnel.
8. If applicable, the Licensee further agrees to comply with the additional terms and conditions annexed hereto.
9. The Licensee agrees to provide copies of all agreements entered into between the Licensee and other parties involving the use of the facility and the Licensee shall cause to be incorporated in such agreement a further covenant that said parties shall be bound by and shall comply with the terms of this agreement.
10. The Licensee agrees that while occupying the facility pursuant to this agreement that no camping on the facility is permitted and the Licensee shall undertake to prevent a violation or attempted violation of this provision.
11. This agreement shall be binding upon the parties hereto, their successors and assigns.

TOWN OF LEWISTON

\_\_\_\_\_

Supervisor

Date\_\_\_\_\_

\_\_\_\_\_

Licensee

Date\_\_\_\_\_

