

North Salem Community Center Usage Policy

This policy governs the use of the North Salem Community Center. The primary use of the building is for municipal purposes, which include:

1. Programs and activities operating under the umbrella of the North Salem Recreation Dept
2. Meetings of the Town Board and other Town Boards and Committees.

All such meetings, programs and activities must be open to the public.

The Town of North Salem welcomes the use of its facilities by organizations for activities that enhance the use of the Community Center. The facilities are exclusively available to North Salem Town and/or North Salem School District residents and any group whose headquarters are located within the Town of North Salem, provided that non-resident persons or groups may apply for use of the theatre and related facilities for public performances and preparations for same. The limitations and conditions in the foregoing sentence do not apply to any programming of the North Salem Recreation Department.

The Community Center is not available for use by political or religious organizations.

Permission to use these facilities is not an endorsement by the Town of North Salem or the Community Center of the goals or activities of organizations to which permission is granted. As a limited public forum, the Community Center facilities will allow discussions and presentations of an informational nature provided they do not limit the presentation of divergent viewpoints. The Town of North Salem reserves the right to prohibit programs which would substantially disrupt the Center's normal operations. Due to limited parking, carpooling is encouraged whenever possible.

North Salem Recreation Dept Mission Statement

The mission of the North Salem Recreation Department is to enhance quality of life by being a resource to our Community, providing diverse programming, positive experiences and creating opportunities to support varied interests that promote better health, growth and enrichment for the Residents of North Salem.

Regulations for Use of The North Salem Community Center

1. Administration: The Town of North Salem Recreation Department will review all program usage requested to determine whether the application is complete and the intended use is in compliance with the policies and regulations governing the facilities use.

2. Application/ Reservations: Applications will not be accepted more than six (6) months or less than thirty (30) days prior to the start of an event. Requests for use of the theater may not exceed six (6) weekend days (Saturday and/or Sunday) in any calendar month. The Town Board and the Superintendent of Recreation each has the authority to waive the requirements in this paragraph if deemed appropriate.

Application Process: To reserve the North Salem Community Center an applicant must:

- Complete the online Application found on the North Salem Recreation Department website. Applications will be accepted on a per event basis. Multiple events will require separate applications.

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- Submit a certificate of insurance that meets the requirements of the Town of North Salem (found in appendix 3 of this document).
- Submit a signed Hold Harmless Agreement (found on the North Salem Recreation website and attached to this document as Appendix 4).
- Applicant is solely responsible for securing all necessary rights and permissions, including, without limitation, the right to display and/or publicly perform any materials protected by copyrights or the rights of publicity.
- For theater use: The applicant must agree to provide plans for sound lighting and construction activities, to implement those plans as approved by the Town, and when its use of the theatre has concluded, to restore the theatre (including the sound and lighting equipment in the theatre) to its prior condition. The applicant agrees to pay the cost of a technical consultant retained by the Town who will perform any or all of the following functions: review the applicant's sound, lighting and construction plans, review the applicant's implementation of those plans, and review the applicant's restoration of the theatre to its prior condition.

Reservation Information:

- Reservations must be cancelled at least 30 days in advance for full refund of fees, 14 days for a half refund and if less than 14 days all fees are forfeited. Reservations are not transferable.
- If the Community Center closes during an emergency, such as a storm, all scheduled activities are automatically cancelled and fees refunded or activities re-scheduled.

3. Fees: Fee structure for The North Salem Community Center is outlined in Appendix 1.

- The theater can only be used by one organization at a time.
- Use of any room or theater may not interfere with the normal functioning of the Recreation Dept.
- Within 5 days after reservation confirmation 50% of balance due is required. Balance must be paid in full 15 days prior to first use.
- Any organization using any room or the theater beyond their scheduled time, will be charged additional usage fees.
- Use of the any room or theater beyond normal hours requires the applicant to make special arrangements with the North Salem Recreation Department. In such circumstances, the opening and closing shall be done in accordance with protocols and checklists established by the North Salem Recreation Department. Fees for operating outside of normal business hours may be imposed. The Superintendent of Recreation shall consult with the Town Board before imposing such fees and shall follow the direction of the Town Board in this regard. In deciding whether to impose such fees, the Town Board shall take into account the recommendation of the Superintendent of Recreation and the demonstrated responsibility of the Applicant. Where applicable, these fees will be paid by the applicant according to the fee structure in Appendix 1.
- If a North Salem Recreation Department staff member is called for assistance when the Community Center is closed, fees may be accrued by the applicant according to the fee structure in Appendix 1.

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- If the applicant requires piano tuning, the applicant will be responsible for paying in advance for that additional service and arrange through the North Salem Recreation Department.
- The applicant agrees to pay the cost of a technical consultant retained by the Town who will perform any or all of the following functions: review the applicant's sound, lighting and construction plans, review the applicant's implementation of those plans, and review the applicant's restoration of the theatre to its prior condition.
- The individual making the reservation must be present throughout the entire event.
- Prior approval is required if materials or supplies are needed to be on site prior to or after the event. Based on other facility usage, this may not be permitted. Additional fees may be required.
- A \$250.00 refundable security deposit is required at time of full payment. This is refundable provided the room is left clean and free of damage and the event did not exceed its permitted time.

4. Financial Responsibility: The applicant is financially responsible for:

- Paying all fees per Appendix 1.
- Providing Insurance as required by the Town of North Salem in Appendix 3.
- Committing to the requirements of the Hold Harmless Agreement in Appendix 4.

5. Restoration of Facilities: The applicant will be responsible for restoring the facility to its original condition immediately upon completion of the activity for which it has been used.

- Chairs, tables and other equipment must be returned to order as found. Debris, trash and garbage must be disposed of in the containers provided and the premises made ready for the next usage, including bathrooms.
- All items must be recycled in accordance with posted recycling guidelines. The Town of North Salem encourages the use of sustainable products and recycling methods.
- There is to be no use of confetti, glue or glitter. Decorations should not be placed on the walls or attached to lighting fixtures. The applicant may be subject to fees if damage occurs.
- Applicants are responsible for trash pickup and cleanliness of the Theater. If cleaning services are required, the Community Center will provide service for an additional fee.
- All personal property must be removed from the premises upon completion of the activity for which it has been used.
- For theater use: Within three business days of final use, the applicant must restore the sound and lighting equipment to the condition that existed before they made changes to it, complete a review with the Community Center technician or representative to assure that all is restored and working, and remove all personal property and sets from the premise,

An applicant violating this rule may forfeit the right to any future use of this space and will be liable for any additional costs incurred by the Community Center in cleaning and restoring the facility.

6. Theater Use: Approved theater use includes the theater, stage area, green room, dressing room, and dressing room bathroom only. During normal hours and/or when the Recreation Department is holding functions, access to the theater area shall be restricted to the back theater doors and all

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involved individuals must remain within the building areas approved under the permit. As set forth in paragraph 2, Applicant is solely responsible for securing all necessary rights and permissions, including, without limitation, the right to display and/or publicly perform any materials protected by copyrights or the rights of publicity.

7. Kitchen Use: Use of the kitchen is limited to the preparation of simple refreshments and non-alcoholic beverages. The applicant is responsible for all supplies (e.g. table cloths, paper plates, napkins, towels, utensils, etc.). When such items are used, they must be disposed of in containers provided. Equipment must be cleaned and put away. Users must leave the kitchen clean and orderly.

8. Fire Regulations: Applicant must ensure conformance to fire code occupancy requirements as posted.

Prior to the start of a program, the person in charge is to make an announcement stating the location of the exits and the AED. All Exits and stairways, as well as backstage, must be clear of any sets, costumes or any other materials that may create a hazard to exiting patrons in the event of an emergency evacuation. A diagram of all storage areas on stage and below is included in the application packet in Appendix 2.

Parking is limited to designated parking spaces only. Applicant is responsible for ensuring fire lanes remain unobstructed and clear.

9. Publicity: The applicant is responsible for all publicity for their program(s). All applicants' publicity must state:

- The program is open to the public.
- Website and contact information, including email address and/or telephone number other than the Recreation Department.

For theater use: The applicant sponsoring the program is responsible for the following:

- Submit a copy of all publicity items to the Recreation Department.
- Flyers should include title of event, date, time, address, telephone number, website and logo.
- Poster for display in the Community Center hallway should be 11"x17"
- Provide no more than 2 slides of digital materials to publicize the event on the electronic screen located in the Community Center.

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Limitations for Use of the North Salem Community Center

1. The Community Center and Theater may only be used for not-for-profit purposes. The objective of all North Salem Community Center Theater programs is to:

- Be consistent with the Recreation Department's mission.
- Benefit the residents of the Town of North Salem.

2. No organization other than the North Salem Recreation Department may use 3 Owens Road as its mailing address, the office telephone numbers for the receipt of telephone calls, or emails for communication without prior written consent, special arrangement or approval.

3. The Town of North Salem will not be responsible for the loss of or damage to equipment, supplies or other materials owned by the applicant.

4. Smoking is not permitted in the building. No alcoholic beverages or liquors may be brought to or consumed in the building or on any town-owned property without prior approval from the Town of North Salem.

5. Food is not allowed in the Theater auditorium. Light refreshments may be prepared in the kitchen area and served in the lobby area or gallery for intermissions with prior approval. User is responsible for cleanup of the all areas used. All areas used are to be free of all trash as outlined above.

6. The Community Center lobby and gallery may be used for intermissions, upon approval. The handicap access must remain unlocked during performances.

7. Any activity or program intended for minors shall have adequate adult supervision. A minimum of two adults must be in attendance. The adult Applicant must agree to be in attendance and take responsibility for the conduct of the participants.

8. No special effects utilizing flame, smoke or other potentially damaging materials (e.g. liquids) are permitted.

9. Parking is limited to 35 parking spots. Absolutely no overflow parking is permitted on town roads at any time. If it is anticipated that additional parking will be required, arrangements must be made in advance that are satisfactory to the Superintendent of Recreation.

10. The applicant is responsible for the conduct of their guests. Minors should never be left unattended. No unauthorized entrance to any part of the building that is not reserved.

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Appendix 1 –Fees

Theater Use Day Rates <i>(includes: theater, stage, green room, dressing room, and dressing room bathroom)</i>	Amount
Rehearsal/Load-in/Strike	\$60.00/day
Performance	\$100.00/day
Non-Performance	\$40.00/day
Additional Spaces	
Gallery/Classroom Space (per hour)	\$30.00/hour

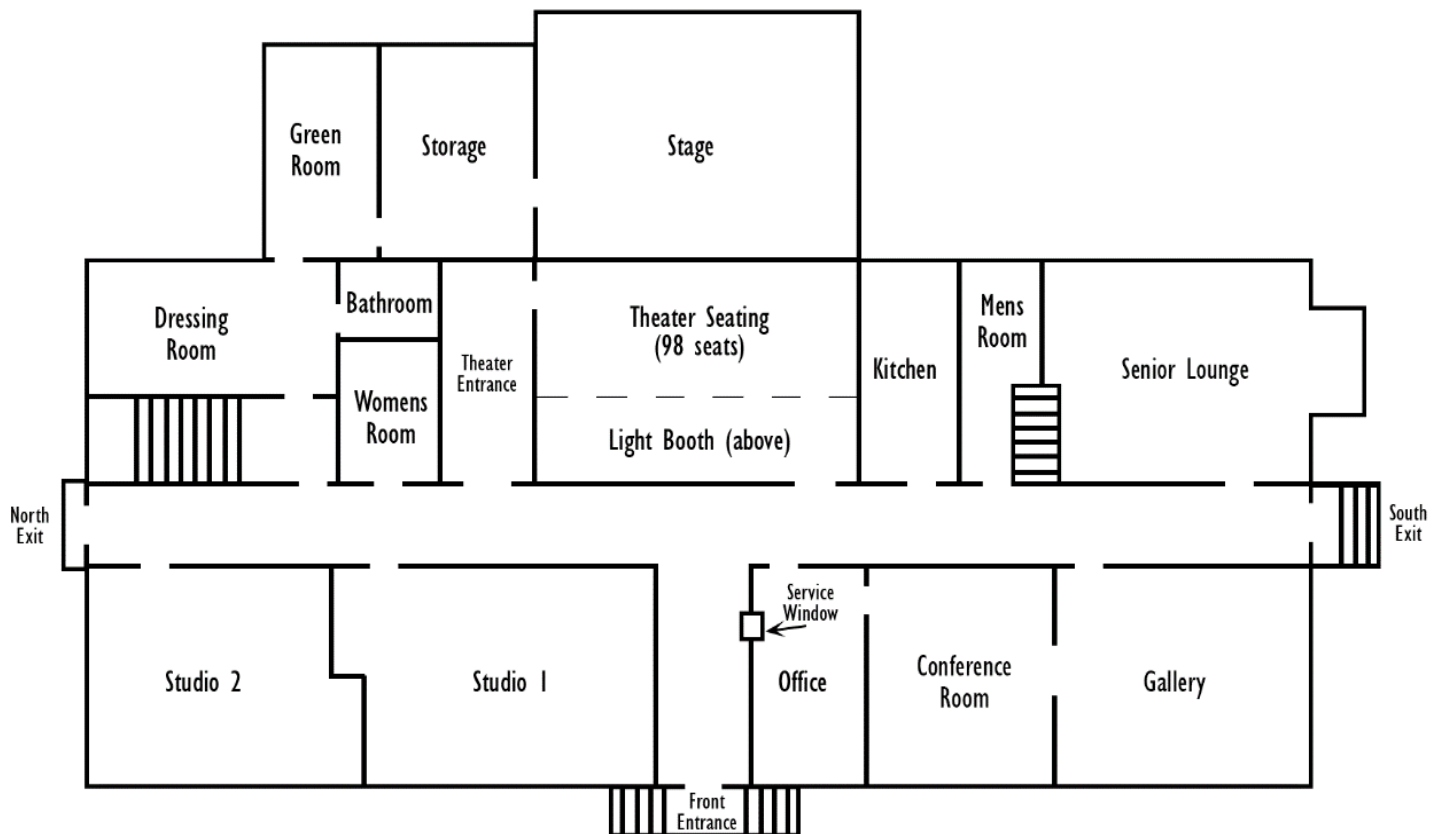
Additional Fees	Amount
Cleaning Fee	Actual Cost
Fees for operating outside of normal hours 9am to 4:30pm, Monday - Friday	\$25.00/hour
Piano Tuning	Actual Cost
Stage Lighting	\$4.00/hour
Theater Sound & Lighting Technician	Actual Cost

Projection Room: requires Projection Technician authorized by the Community Center Technician.

Any and all fees may be waived by the North Salem Town Board.

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Appendix 2 – Building Diagram



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Appendix 3 – Insurance Requirements

Minimum Insurance Requirements for Events Town of North Salem

Prior to the start of any event, the Applicant shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Salem certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Applicant” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 general aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - a. Town of North Salem and their assigns, officers, employees, volunteers representatives and agents should be named as an “Additional Insured” and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
 - b. Coverage for athletic participants must be included for an athletic team or league.
 - c. To the extent permitted by New York law, the Applicant waives all rights of subrogation or similar rights against Town of North Salem, assigns, officers, employees, volunteers, representatives and agents.
 - d. Coverage must be written on an Occurrence Policy Form.
- 2) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for, any private passenger and commercial vehicles. Required if the event involves the Applicant’s motor vehicles.
 - a. Town of North Salem and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate.
 - b. To the extent permitted by New York law, the Applicant waives all rights of subrogation or similar rights against Town of North Salem, assigns, officers, employees, volunteers, representatives and agents.
- 3) Umbrella Liability with limits of no less than \$1,000,000 Each Occurrence / \$1,000,000 Aggregate, including coverage for General Liability & Automobile. Required for events in excess of 300 people per day.
- 4) If Applicant is applying for an Alcohol permit from the Town Board and a fee is not being charged for the alcohol, a COI must be provided to the Town with evidence of “Host Liquor

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Liability”. If a fee is being charged to attend the event or if a charge applies for a participant to purchase alcohol or a caterer will be providing the liquor, then a COI must be obtained from the Applicant &/or vendor evidencing “Liquor Liability” at the same limits as indicated in 1) above.

- 5) Workers Compensation Insurance [if applicable]
 - a. Coverage must specifically indicate “coverage includes N.Y. State”
 - b. Coverage Extended to include Applicant’s owners/partners.
 - c. N.Y. State Statutory Limits
 - d. To the extent permitted by New York Law, the Applicant waives all rights of subrogation or similar rights against the Town of North Salem, assigns, officers, employees, volunteers, representatives and agents.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town Board.

The Applicant shall furnish to the Town of North Salem Certificates of Insurance as evidence of coverage prior to the event naming the Town of North Salem as an Additional Insured by endorsement. The Applicant acknowledges that failure to obtain such insurance on behalf of the Town of North Salem constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Salem. The failure of the Town of North Salem to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Salem.

The cost of furnishing the above insurance shall be borne by the Applicant.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.

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Appendix 4 – Hold Harmless Agreement

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend Town of North Salem, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Applicant or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Applicant's obligation to indemnify Town of North Salem, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Applicant or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Applicant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Applicant.

Applicant represents and warrants that its use of the Community Center and any display or public performance offered therein will not be libelous, obscene or otherwise violate Town policy, violate the rights of any kind of any third party, including but not limited to, copyright and rights of publicity, that appropriate releases will be obtained for all persons, music (and other sound), videos and locations that may appear. Applicant hereby agrees to defend, release, indemnify and hold harmless the Town of North Salem and its trustees, employees and agents from and against all claims, causes of action, damages, losses and liabilities, including attorney's fees, arising out of or in connection with its use of the Community Center.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Name of Event: _____

North Salem Community Center Usage Request

Any person desiring to request the use of the North Salem Community Center shall file with the Town Recreation Department, this application together with all required documentation. Applications will be accepted on a per event basis. Multiple events will require separate applications. Unless a waiver is granted by the Town Board or the Superintendent of Recreation, applications will not be accepted more than six (6) months or less than thirty (30) days prior to the start of an event; and requests for use of the theater may not exceed six (6) weekend days (Saturday and/or Sunday) in any calendar month.

Event Information:

Event name:		Will an entrance fee be charged? <input type="checkbox"/> No <input type="checkbox"/> Yes, amount: _____	
Date and time of event:		Maximum number of persons anticipated, per day:	
Applicant Contact Information		On-Site Event Manager Contact Information	
Name:		Name:	
Address:		Address:	
Phone:		Cell Phone:	
Email:		Email:	
<i>The individual making the reservation must be present throughout the entire event.</i>			
Event Description			
Please briefly describe the event:			
Is this organization not-for profit?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please provide additional documentation	Is this program open to the public?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is this program intended for minors?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please describe: _____	Will food be served?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please describe: _____
Will special effects be used (flame, smoke, liquids, etc)?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please describe: _____	Will food be sold?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please describe: _____
Will materials or supplies need to be on site prior to or after the event?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please describe: _____	Anticipated parking spaces needed:	_____

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Desired Facility Use:

Select the desired location(s) below:

- ☐ Theater Use (includes: theater, stage, green room, dressing room, and dressing room bathroom)
- ☐ Studio 1
- ☐ Studio 2
- ☐ Gallery
- ☐ Lobby
- ☐ Other: _____

Theater Layout:

If applicable, please provide plans for sound, lighting and construction activities in the box below or attach separately. Plans must be approved by the Town. When use of the theatre has concluded, the theater must be restored (including the sound and lighting equipment in the theatre) to its prior condition.

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Insurance Requirements:

Please review the insurance requirements contained in the "North Salem Community Center Usage Policy, Appendix 3."

Indemnification and Hold Harmless Agreement:

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend Town of North Salem, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Sponsor's obligation to indemnify Town of North Salem, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Sponsor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Sponsor.

Application Submission:

By signing below, I agree to all terms contained in the North Salem Community Center Usage Policy and this application.

Date

Signature of Authorized Representative

Printed Name of Authorized Representative

-
Office Use Only. Please do not write in this area.

The above named resident or organization is permitted to use the facility as stated below.

Superintendent of Recreation

Date

Date/Time:	
Rooms Reserved:	
Maximum Attendance:	
Certificate of Insurance received on:	

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Office Use Only. Please do not write in this area.

Theater Use Day Rates <i>(includes: theater, stage, green room, dressing room, and dressing room bathroom)</i>	Fee	Quantity	Total
Rehearsal/Load-in/Strike	\$60.00/day	x	= \$
Performance	\$100.00/day	x	= \$
Non-Performance	\$40.00/day	x	= \$
Theater Use Day Rates Total			\$

Additional Spaces	Fee	Quantity	Total
Gallery/Classroom Space (per hour)	\$30.00/hour	x	=
Other: _____		x	=
Other: _____		x	=
Additional Spaces Total			\$

Additional Fees	Fee	Quantity	Total
Cleaning Fee		x	= \$
Fees for operating outside of normal hours (9am to 4:30pm, Mon – Fri)	\$25.00/hour	x	= \$
Piano Tuning		x	= \$
Stage Lighting	\$4.00/hour	x	= \$
Theater Sound & Lighting Technician		x	= \$
Additional Fees Total			\$

Total Fees	Amount
Theater Use Day Rates Total (from above)	
Additional Spaces Total (from above)	
Additional Fees Total (from above)	
Security Deposit	\$250.00
Total Fees Due	\$

Payment Due Dates	Amount
50% due on _____	\$
Remaining Balance due on _____	\$