

TOWN OF NEVERSINK
273 MAIN ST. PO Box 307
GRAHAMSVILLE, NY 12740

PHONE: 845-985-2262

FAX: 845-985-7686

TOWN PARK USE APPLICATION FORM – RT. 42 COMMUNITY PARK AND/OR PAVILION

DATE: _____ CONTACT PHONE: _____

APPLICANT NAME: _____

ADDRESS: _____

TYPE OF USE OR EVENT: _____

DATE OF EVENT: _____ TIME OF USE: _____

FACILITIES REQUESTED: (indicate areas of use on attached map)

GROUNDS ONLY: () Briefly describe area and mark on attached map. _____

PAVILION: ()

AUTHORIZED PERSON(S) MAKING APPLICATION: _____

NAME(S) OF ADULTS PRESENT AND RESPONSIBLE FOR USE OF FACILITY THROUGHOUT ACTIVITY:

WILL ADMISSION BE CHARGED? _____ IF SO, STATE PURPOSE: _____

SIGNATURE & POSITION OF PERSON MAKING APPLICATION: _____

USE CONTRACT

FOR CONSIDERATION OF THE APPROVAL FOR THE USE OF THE TOWN OF NEVERSINK PARK, RT. 42 COMMUNITY PARK, I AGREE TO:

- Provide a Certificate of Liability Insurance to the Town of Neversink Town Clerk naming the **TOWN OF NEVERSINK** as additional insured.
 - Personal Homeowners \$500,000.00
 - Business/Organizations \$1,000,000.00
- Be responsible for any damage to the premises.
- Leave the buildings and grounds as clean, or cleaner, than found at start of event.
- Adhere to all Town Park rules as set forth in Chapter 32 of the Town Code "Parks". Copy attached.
- Damage Deposit of \$150.00 required for use of the Rt. 42 Park. Cash or Money Order accepted.

THE UNDERSIGNED INDIVIDUAL AND/OR AUTHORIZED REPRESENTATIVE OF THE REQUESTING ORGANIZATION, HEREBY STATES THAT (S)HE IS FAMILIAR WITH THE RULES AND REGULATIONS FOR USE OF THE PARK FACILITIES AND THAT (S)HE ASSUMES, FOR THE ORGANIZATION, RESPONSIBILITY FOR PAYMENT OF ANY DAMAGES TO THE TOWN OF NEVERSINK TOWN PARK FACILITIES RESULTING FROM SUCH USE.

NAME & POSITION: _____

USE RELEASE

I, _____, UNDERSTAND AND AGREE THAT, IN CONSIDERATION FOR BEING GRANTED ACCESS TO AND THE USE OF THE PROPERTY AND FACILITIES OF THE TOWN OF NEVERSINK PARK – RT. 42 COMMUNITY PARK, I ASSUME ANY AND ALL RISK WITH RESPECT TO SUCH ACCESS AND USE, AND HEREBY RELEASE SAID TOWN OF NEVERSINK, ITS REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM LIABILITY FOR ANY INJURIES SUSTAINED OR DAMAGES INCURRED IN THE COURSE OF SUCH ACCESS AND USE RESULTING FROM ANY CAUSE WHATSOEVER.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

APPLICATION FORM COMPLETE: _____ DATE RECEIVED: _____

USE CONTRACT COMPLETE: _____ DATE RECEIVED: _____

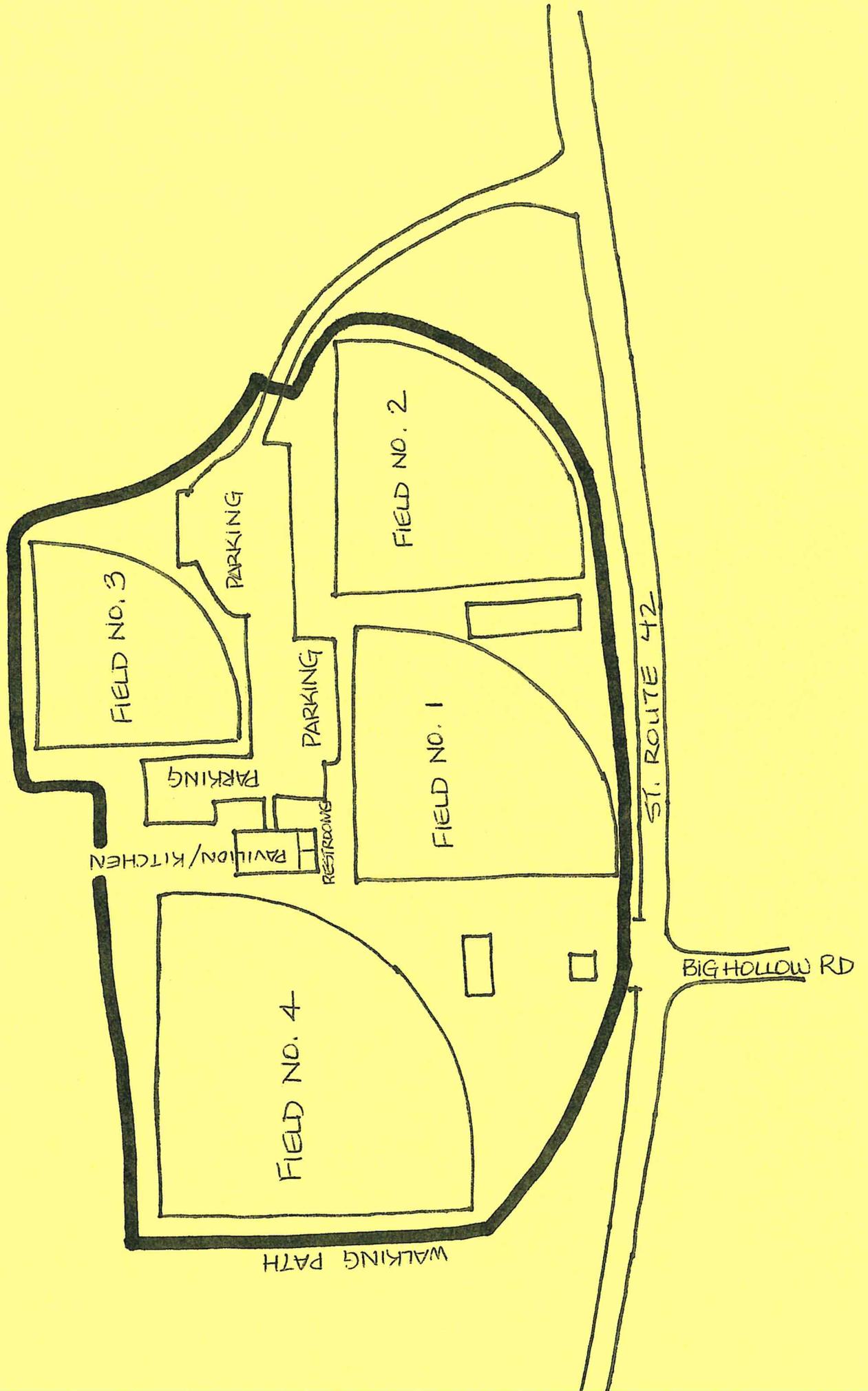
USE RELEASE COMPLETE: _____ DATE RECEIVED: _____

DEPOSIT PAID: _____ DATE RECEIVED: _____

PERMISSION GRANTED BY: _____ DATE: _____

DEPOSIT RETURNED: _____ DATE: _____

ROUTE 42 COMMUNITY PARK



Town of Neversink
273 Main Street PO Box 307
Grahamsville, NY 12740

Phone 845-985-2262

Fax 845-985-7686

**RENTAL AGREEMENT FOR ROUTE 42 COMMUNITY
PARK PAVILION & KITCHEN**

Name of Lessee(s): _____

Date(s) of Event: _____

(To include set-up and clean-up)

Nature of Event: _____

Hours for Event: _____

Kitchen Rental Fee: \$50.00 per Occasion

- Payable by:
 - Check (Payable to Neversink Town Clerk)
 - Cash

RENTAL AGREEMENT FORM RECEIVED: _____ DATE: _____

KITCHEN RENTAL FEE RECEIVED: _____ DATE: _____

PERMISSION GRANTED BY _____ DATE: _____

The undersigned Lessee hereby agrees to rent the Town of Neversink Route 42 Community Park Pavilion and Kitchen for the stated purpose and on the date and time indicated above, on the following terms and conditions:

- 1. Bathrooms are stocked and cleaned by the Town prior to all events. It is the lessee's responsibility to have extra supplies on hand if needed. Bathrooms should be left in good order after event.
- 2. I agree to be personally responsible for any damage during the event described above. I agree to pay a reasonable cost of repair or replacement for any such damaged personal property, such cost to be determined by the Town of Neversink.
- 3. I understand that I am responsible for supervising all attendees at the event and enforcing Town Park Rules.
- 4. The Town of Neversink is not responsible for any items of personal property that are lost or stolen during use of the Pavilion & Kitchen.
- 5. The damage deposit received for the use of the Park will be refunded to you provided the pavilion and kitchen area are left in a clean condition following your event and that there is no damage.
- 6. I understand that failure to properly clean the pavilion and kitchen area will result in forfeiture of all or part of the damage deposit. Kitchen counters and sink should be wiped cleaned. Gas stove/oven should be cleaned and valve turned off. The refrigerator should be cleaned out, turned off and the door left open. Entire pavilion and kitchen areas are to be broom swept.
- 7. I agree that all garbage from the event, including bathrooms, will be bagged and removed from the site. If not done, \$50.00 will be withheld from the damage deposit.
- 8. I understand that if sufficient damages caused to the pavilion kitchen is such that all of the damage deposit is forfeited, I may be personally responsible over and above the amount of the damage deposit, for damages as set forth above.
- 9. The determination of the amount of monetary damage caused to property at the Pavilion Kitchen shall be the sole discretion of the Town of Neversink.

Signed this ____ day of _____, 20__ at Grahamsville, NY

Town of Neversink
By: _____

Lessee

Lessee

Chapter 32

PARKS

GENERAL REFERENCES

Dogs — See Ch. 22.

Snowmobiles — See Ch. 37.

§ 32-1. Purpose.

The purpose of this chapter shall be to preserve the public peace and good order in the areas operated by the Town of Neversink as town parks and to contribute to the safety and enjoyment of the users of the parklands by regulating the hours of use and the use of motorized vehicles and by prohibiting certain activities detrimental to customary park uses.

§ 32-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

TOWN PARK — Any land owned or leased by the Town of Neversink and designated as a town park by resolution of the Town Board.

§ 32-3. Hours of operation. [Amended 9-8-1993 by L.L. No. 4-1993]

Town parks will be open to the general public from sunrise to 1/2 hour after sunset each day and otherwise will be closed. During the hours that the parks are closed, entrance to or occupancy of any park area is prohibited.

§ 32-4. Prohibited acts.

The following acts are prohibited, and no person shall:

- A. Operate any motorized vehicle, such as automobiles, motorcycles, minibikes, all-terrain vehicles, snowmobiles or the like within the area of parklands; provided, however, that the operation of licensed vehicles for the transporting of the public to and from the parklands is permitted on all improved roadways and the parking of such vehicles is also permitted within designated parking areas.
- B. Hunt or discharge any firearm, spring gun, air gun, bow, slingshot or other instrument capable of propelling an object within the area of parklands.
- C. Injure, deface or disturb any part of the park or any building, sign, equipment or other property therein or remove, injure or destroy any tree, flower, shrub, rock or other mineral therein.
- D. Set fire or assist another to set fire to any timber, trees, shrubs, grass, leaves, growth or any other combustible material or suffer any fire upon

other land to extend onto any part of the park. Fires within fireplaces and portable grills are permitted within designated areas of the park, but must be completely extinguished after use.

- E. Throw, cast, lay, drop, discharge, deposit, bring into or leave in any part of the park any garbage, sewage, refuse, waste or other obnoxious material, except in receptacles provided for such purpose.
- F. Drive or propel or cause to be driven or propelled along or over any road within the park any vehicle at a greater rate of speed than 20 miles per hour.
- G. Use unreasonable, loud or obscene language or create an unreasonable or loud noise with the intent to cause public inconvenience, annoyance or alarm.
- H. Interfere with any officer of the town, county or state in the performance of his or her duty.

§ 32-5. General regulations.

- A. Swimming pools at town parks shall be open to residents of the Town of Neversink and their guests upon purchase of a pass, the price of which shall be set annually by the Town Board.
- B. Parks shall be open to the general public, except when all or part of a park is utilized in accordance with a special use permit. Reservations for use of a town park must be approved by the Park Officer.
- C. Any damage to a park or park facilities must be immediately reported to the Park Officer, and those persons or groups of persons responsible for the damage shall be liable for the replacement and/or repair cost of damaged facilities.
- D. Individuals or groups permitted to use the park are responsible for all cleanup at the end of each day. All trash and litter must be collected and disposed of in the proper manner.
- E. Animals in the town parks must at all times be subject to the control of the owner.
- F. Use of basketball courts, tennis courts and other sports facilities are limited to availability. No such sports facility shall be used for more than one continuous hour if other persons are waiting; except:
 - (1) When use is related to a town-sponsored activity; or
 - (2) When use is related to an event authorized by a validly issued special use permit.

§ 32-6. Special use permits.

- A. Individuals or organizations may reserve all or part of any park for exclusive use upon issuance by the Park Officer of a special use permit.
- B. Application for a special use permit shall be made to the Park Officer in writing at least 45 days prior to the first date to which the special use permit relates. The application shall be on the form designated for such purpose by resolution of the Town Board.
- C. The Park Officer may require the posting of a deposit against damage and to ensure proper cleanup as a condition to issuance of a special use permit. Such deposit may be used to repair any damage or for cleanup of the park. Any deposit required pursuant to this subsection shall be held in a special account designated for such purpose.
- D. The Park Officer may require evidence of insurance coverage as a condition to issuance of a special use permit.
- E. The Park Officer may require that arrangements be made in advance for personnel necessary for a particular activity, such as but not limited to fire apparatus, ambulance, emergency medical service personnel and police.
- F. The Park Officer may vary any of the conditions or requirements relating to issuance of special use permits as it deems appropriate.

§ 32-7. Administration.

- A. The Town Board shall, by resolution, appoint a Park Officer. In the absence of such an appointment, the Town Clerk shall act as Park Officer.
- B. The Park Officer is charged with the administration of this chapter and the posting of signs designating parklands and park regulations.

§ 32-8. Penalties for offenses.

Any person who shall violate any provision of this chapter shall be guilty of a violation and shall be subject to a fine not to exceed \$250, imprisonment for not more than 15 days, or both.