

Village of Briarcliff Manor (VBM)
William J. Vescio Community Center (WJVCC)
Group Use Policy

The WJVCC is comprised of two primary public spaces that can be utilized for Village (VBM) meetings, programs, special events and for private use by residents and local community groups. All requests for use must be on an approved application. The WJVCC is connected to the Briarcliff Manor Public Library (BMPL) and therefore, at times may not be available for private use based upon the requested day, time and/or anticipated use. The WJVCC can be isolated from the Library, and will often be utilized when the Library is closed to the public.

Use of the WJVCC requires an executed Use Application (form attached), filed with the Briarcliff Manor Recreation Department (BMRD) no later than one (1) month prior to any event. All uses shall be in keeping with the nature and policies of the VBM as established by the Board of Trustees (BOT). Granting of any application for use of the center does not constitute an approval or an endorsement by the VBM, or its BOT of any event or organization. The VBM, at its sole discretion, may establish additional guidelines to encourage event priority for community based organizations. A fee (posted in VBM's Master Fee Schedule) shall be paid for the use of the WJVCC and a security deposit may also be required of some users at the discretion of the Village Manager (VM). The deposit shall be returned after the event is completed, subject to the rules below. Any costs for damage or clean-up the VBM incurs is to be deducted from the deposit first. Damage or clean-up costs in excess of the deposit will be charged. Subject to change, the following additional use rules are in effect:

1. Use of the WJVCC is fee based. All fees and charges are to be paid no later than two (2) weeks prior to the date of the program, event or exhibit.
2. In the event that the applicant wishes to cancel the previously approved use, a full refund shall be provided, less any expenses incurred, if any, so long as the cancellation is reviewed by the VM three (3) calendar days prior to the scheduled event. If the VBM shall cause the cancellation of the event, a full refund shall be made to the applicant.
3. All Programs, events and exhibits are to be open and available to the public at large, except when properly reserved by a resident or group for a private function. The facility may be utilized for not-for-profit organizations, charter and civic organizations, volunteer groups or residents of the VBM. At the VBM's request, said groups or individuals shall be obligated to disclose the purpose, nature and type of event to be held.
4. The maximum occupancy for the Community Room spaces is limited to the following:
LOWER LEVEL: **75** persons for assembly (chairs only) **48-60** persons when food is served (tables & chairs) *
UPPER LEVEL: **100** persons for assembly (chairs only) **48-60** persons when food is served (tables & chairs) *
** Dining capacity varies based upon desired set-up of tables & chairs. Please arrange a site visit as needed!*
5. Smoking is prohibited within the entire WJVCC and BMPL facility.
6. Room set-up requirements must be indicated on the application when submitted.
7. Permission to serve any refreshments must be requested on the application.
8. Applicants wishing to serve alcoholic beverages must submit the separate Alcohol Permit Application and adhere to all guidelines indicated. Policing of such use shall be the sole responsibility of the applicant with a hold harmless provided to the VBM.
9. No hospitality or custodial services will be provided by the VBM.
10. The applicant shall be solely responsible for the set-up, clean-up, good order and decorum of the facility.
11. All event decorations are to be pre-approved. No nails, tacks, or any types of adhesive materials are to be affixed on the walls, paneling, furniture etc. within the entire facility.
12. The WJVCC is a "carry in/carry out" facility regarding trash and all support items. The entire facility, including restrooms and kitchen area, shall be cleaned immediately after the event, and returned to pre-event conditions to the VBM's sole satisfaction. All trash must be removed from the building and placed in the outdoor dumpster provided at the conclusion of each use.
13. Neither the VBM nor the facility shall supply any storage space for applicant's supplies and/or equipment.
14. No unlawful activity as commonly defined under the rules, regulations and laws of NYS and the VBM shall be permitted in the WJVCC, or on VBM property. Any illegal activity shall be the basis for the immediate closure of the event by the VBM or its agents. Any violation shall warrant forfeiture of all funds/deposits and be a basis of denial for future use of VBM facilities by the individuals or groups violating this policy.

15. The VBM may enforce use limits to any organization whose frequency may be deemed to limit use by other organizations. The WJVCC may not be used for private events, programs or occasions involving the immediate, future or intended sale, advertising, solicitation and/or promotion of commercial products or services.
16. Insurance in the form and amounts acceptable to the VBM shall be submitted with each application. Insurance Certificates shall name the VBM as an unrestricted additional insured on the user's policy.
17. Unique or special uses of the WJVCC may warrant additional rules/obligations on the applicant not defined herein but outlined as part of any approved use.
18. VBM's Emergency Broadcast Booth is totally off-limits to facility users and event participants.

Programs and Events

Speakers, presenters and performers invited or permitted to appear at events in the WJVCC shall be identified on the application. The applicant may charge admission fees and/or call for the solicitation of donations which must be stated in the application. Sales of materials or goods are addressed below.

Exhibit Sales

The sale of works and/or other such associated materials connected to the applicant and/or the event may be permitted, but subject to prior permission of the VBM.

Donations to Village

A predetermined remuneration of fees/sales in the form of a donation to the Village shall be agreed upon in advance of the event. All donations to the VBM shall be made in accordance with the VBM's Donation Policy. All monetary donations from events occurring in the WJVCC shall be placed in a dedicated fund for the VBM's use to maintain/make improvements to VBM's facilities as determined by the BOT.

Exhibits

All applicants shall be solely responsible for the property in any exhibit and provide, at their own expense, specific identification and arrangement of the exhibit in the WJVCC. Applicants shall provide adequate insurance coverage at their sole expense as required by their exhibitors. The applicant shall hold harmless the VBM, the BOT, officers, employees, heirs and assigns for any damage, loss, theft or destruction of any part of the exhibit, whether in whole or part. The VBM will NOT be responsible for any works, displays or objects then on display and exhibitors shall show their works at their own risk. VBM employees and/or assigns will not be responsible for monitoring or providing security during exhibits. Application for an exhibit must be accompanied by printed photographs and/or digital images of not less than (5) works to be shown. These will be reviewed by the VM for approval. Exhibits are scheduled for up to one month and are subject to hanging and placing regulations of the VBM. Exhibitors are responsible for hanging their own work and for providing all necessary materials for organizing an exhibit. Publicity is the responsibility of the exhibitor. If an exhibit is on display at the time that a program or event is in progress, the program will take precedence over the exhibit, thus visitors to the exhibit may not be able to view the exhibit at all times or in its entirety. Any item(s) sold while on display in the Community Center may not be removed before the end of the exhibition period. Exhibitors may schedule an opening or reception by utilizing the Use Application and paying applicable fees.

Responsibilities and Obligations of the Applicant

The applicant is responsible for all parts of the facility utilized at the event, together with its equipment and furnishings during the period of use and until the entire facility as a whole is closed and secured. The VBM, the BOT, its employees, and/or its designees shall not assume any responsibility for personal injury or damage to or loss of personal property during an applicant's use of the WJVCC.

Rights and Reservations by the VBM

The VBM and/or its agents shall, at its sole discretion, have the right to amend, limit, change, charge for, add or delete such additional rules obligations and responsibilities as deemed necessary for the good and order, safety of the applicant, the VBM itself as well as the integrity of the "facility" as a whole. All proposed changes outlined in this section shall be confirmed by the BOT and it shall be the responsibility the VBM to convey or otherwise communicate such changes to the applicant.

William J. Vescio Community Center - USE APPLICATION

DATE(S) REQUESTED: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____ TOTAL HOURS: _____ **

**** NOTE: Time of use must include any set-up time required as well as adequate time for post-event clean-up.**

NAME of INDIVIDUAL, GROUP or ORGANIZATION REQUESTING USE: _____

NAME of PERSON of RESPONSIBILITY: _____

ADDRESS: _____

CONTACT INFORMATION: (Home Phone) _____ (Cell) _____

(Work Phone) _____ (E-Mail) _____

PROPOSED USE: _____

SPECIAL REQUESTS: _____
(Kitchen use, special equipment, etc.)

WILL FOOD BE SERVED? NO _____ YES _____ IF YES, BY WHOM? _____

EXPECTED ATTENDANCE: ADULTS _____ MINORS _____ TOTAL: _____

HOW MANY NON-RESIDENTS? ADULTS _____ MINORS _____

WILL THERE BE A FEE CHARGED TO ATTENDEES? NO _____ YES _____ *If YES, what is the intended use of the proceeds?* _____

WILL ALCOHOL BE SERVED? NO _____ YES _____ ***If YES, complete separate alcohol permit application.***

The undersigned is over 21 years of age, and in consideration for permission to use the WJV Community Center agrees to abide by the Village's Group Use Policy, as well as the fee structure and rules printed on the back of this form. The applicant agrees to be responsible to the municipality for the use and care of the facility & its equipment. He/she does hereby covenant and agrees to defend, indemnify and hold harmless the Village of Briarcliff Manor, its employees, and all related officials from and against any and all liability, loss, damages, claims, or actions (including costs & attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Community Center.

DATE _____

(Signature of Applicant / Person of Responsibility)

METHOD OF PAYMENT: CASH CHECK # _____ MasterCard / VISA **
Checks payable to: **Village of Briarcliff Manor** (\$20 fee for returned checks). ** Complete Credit Card information below (shredded after processing)**

***** In order to receive a date commitment, the appropriate fees must accompany the application. *****

OFFICE USE ONLY BELOW THIS LINE – TO BE COMPLETED BY THE SUPERINTENDENT OF RECREATION or AUTHORIZED DESIGNEE

REQUESTED USE IS: APPROVED _____ REJECTED _____ DATE _____

FEES CHARGED: _____

COMMENTS / NOTES: _____

Act. #9500 Receipt # _____ Date: _____

Amount: _____ Insurance: YES NO _____

Superintendent of Recreation or Designee

Credit Card #: _____ Exp. Date: _____ Cardholder Signature: _____

WILLIAM J. VESCIO COMMUNITY CENTER USE GUIDELINES

1. Use of the Community Center is limited to the dates, times & purposes requested and approved on this application.
2. Individuals and groups using the Center are responsible for their own set-up and clean-up. A facility use Building Supervisor, or two (2) supervisors for large events utilizing both upper & lower levels, shall be assigned by the Village and will be on duty during your use to assist you and to ensure that your use is consistent with your approved application and Village policies.
At the conclusion of your use, the supervisor is required to perform a walk-through of the building with you to be sure it is left clean and in order. A copy of our Facility User's Checklist has been provided to you for your information and reference. Please be sure to obey any and all directions given by our supervisor. Failure to leave the building in a clean and neat condition may result in additional cleaning charges being assessed to you, the user of the facility.
3. By accepting use of the Center, you also accept responsibility for any and all damages to the premises sustained during your use.
4. The person who signs this application is responsible to maintain proper conduct of all those attending the function, both in the Center and on the surrounding grounds. Smoking is prohibited inside the Community Center
5. As per the applicable fire code, and the floorplan & layout of the facility, maximum occupancy is as follows:
LOWER LEVEL: **75** persons for assembly (chairs only) **48-60** persons when food is served (tables & chairs) *
UPPER LEVEL: **100** persons for assembly (chairs only) **48-60** persons when food is served (tables & chairs) *
** Dining capacity varies based upon desired set-up of tables & chairs. Please arrange a site visit as needed!*
6. The following will be available for your use: **11** - 6' x 30" Folding Tables **40** - Metal Folding Chairs **60** - Stackable Chairs
6 - 3' x 3' Card Tables **10** - 2' x 5' Rolling Tables **4** - 2' x 3' Pedestal Tables
7. Please inform your guests of the location of the fire exits as noted by the signs posted near the center's various doorways.
8. Please direct your guests/attendees to park only in designated paved parking spaces within the parking lot. **NO PARKING** is permitted on the grass areas in Law Park or within the Library circle. Please obey all traffic and parking signage in the area.
9. Cooking is not permitted on the premises. The kitchen is equipped with a stove and a microwave oven which may be used to warm food.
10. NO decorations may be taped, pinned, stapled, or affixed to the facility's walls. All decorations and personal belongings must be removed from the facility at the conclusion of your use. Any damages will be assessed to the applicant.
11. If you are planning to serve alcoholic beverages at your function, a separate alcohol permit application must be completed and an additional \$50.00 fee is required. Under no circumstances may alcoholic beverages be sold. All applicable state and local laws must be enforced.
12. **Fee Schedule: Hourly Rental Rate: \$ 75.00 per hour Alcohol Fee: \$ 50.00/event with completed alcohol permit**
Event Rental Rate: \$ 250.00 first 4 hours - +\$50/hour for each additional hour started. **
** The above fees are payable by cash, credit card, or check to the Village of Briarcliff Manor at the time of application*
13. **Building Supervisor Fee: \$100.00 per event up to 4 hours, \$20.00 per hour for each additional hour started. ** +**
** This fee, if applicable, is due & payable by cash or check directly to the assigned Supervisor on the date of your use.*
**** NOTE: Users MUST include appropriate set-up AND clean-up times with all requests. If your use extends beyond your requested & approved use times, you ARE responsible for the additional hourly rental & supervisor fees.**
+ LARGE PARTIES utilizing both upper & lower levels of the facility will require two (2) building supervisors at the rates noted.
14. The Village of Briarcliff Manor reserves the right to require a security deposit as a condition of use.
15. Should your group have to cancel for any reason, please notify the Recreation Department as soon as possible. Failure to do so will result in loss of future use privileges and a bill for our Supervisor's time.
16. The Recreation Department's Building Supervisor has the authority to terminate a building use permit immediately. Failure to abide by our rules or the directions of the Building Supervisor is grounds for immediate termination of your approved application.
17. **Insurance Requirements for Facility Users**
Individuals: Required Insurance: **Homeowners Insurance**
Section Two - Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.
Commercial Users: The user hereby agrees to effectuate the naming of the Village of Briarcliff Manor as an unrestricted additional insured on the user's policy. User MUST provide an original ISO endorsement CG 2026 or its equivalent.
The policy naming the municipality as an additional insured shall:
* be an insurance policy from an A.M. Best rated "secured" NYS licensed insurer;
* contain a 30-day notice of cancellation, and indemnify the Village for any applicable deductibles;
* state that the renter's coverage shall be primary coverage for the Municipality, its Board, employees & volunteers.
Commercial General Liability Insurance: Minimum \$1,000,000 per occurrence/ \$2,000,000 aggregate.
User acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects them to liability for damages, indemnification and all other legal remedies available to the Village. The failure of the Village to object to the contents of the certificate of insurance, or the absence of it, shall not be deemed a waiver of any and all rights held by the municipality.