

**BUILDING USE POLICY
FOR
THE CLIFTON-FINE COMMUNITY CENTER**

Purpose: In the interest in benefiting the residents of the Clifton-Fine Community and surrounding areas, the Towns of Clifton and Fine (“Towns”) provide public use of the Clifton-Fine Community Center (“Building”), provided those who choose to use the Building agree to abide by the requirements listed below. This policy shall apply to the use of the Building by all persons, groups of persons, and organizations (“Users”) other than the Towns, their departments, or any of their officers or employees for official Town business.

1. Areas available for public use: The public is restricted to use of the dining area, deck (weather permitting), restrooms, and kitchen area only. The Nutrition Supply Room and upright freezers are reserved for the St. Lawrence County Office of the Aging, will remain locked at all times, and shall not be open to the public.

2. Cost of Use:

*For-Profit Users:
\$50.00, plus
\$25.00 Deposit**

*Non-Resident Users
\$50.00, plus
\$25.00 Deposit**

*Resident Users
\$25.00, plus
\$25.00 Deposit**

*Not-For-Profit Users – proof of not-for-profit status required prior to use
No fee/No deposit*

*See Deposit section below

3. Procedure for Reservation and Use:

- a. Contact the Town of Fine Clerk’s Office to make a reservation.
- b. Fill out and submit the Application and Agreement form with the appropriate fee and deposit. If all applicable requirements have been met,

the application will be approved by the Town Clerk, a Town Board Member, or a designated Town Employee.

- c. An access code will be emailed by the Town of Fine Clerk before the event. The approved Application and Agreement Form shall serve as proof to obtain an access code.

4. Deposit and Future Use: All Users wishing to use the Building must provide a security and cleaning deposit (“Deposit”) to the Town of Fine per the Cost of Use section. The Deposit will be returned to the User within 30 days after the use of the Building, if the Building is clean and free of damage after use. The Towns have a no tolerance rule regarding cleaning and damage to the Building, as follows:

- a. Cleaning – Failure to leave the Building clean per this policy will result in the following:
 - i. 1st offense - no refund of the Deposit
 - ii. 2nd offense - no refund of the Deposit and denial of use of the Building by the User in the future.
- b. Damage - The User is responsible for any damage, other than normal wear and tear, to the building or its furnishings caused by any intentional or negligent act or omission of its employees, agents or invitees. Failure to pay for damages will result in no refund of the Deposit and denial of use of the Building by the User in the future. The Towns may deny use of the Building by the User in the future in the case of any damage to the building or furnishings.

Inspection of the Building after use will be performed by the custodian of the Building or any other person designated by the Town Boards. The two Town Boards have the final say in disputes regarding the status of the premises and return of the deposit.

5. Insurance:

- a. Each user must provide insurance if the User’s event:
 - i. Involves athletics or physical activity; or
 - ii. Is a for-profit activity.

- b. If insurance is required, the User must provide proof of insurance in the form of an insurance certificate with:
 - i. the User and any sponsor(s) listed on the policy;
 - ii. \$1,000,000 liability coverage with the Towns of Clifton and Fine named as additional insureds;
 - iii. \$1,000,000 combined bodily injury and property damage per occurrence; and
 - iv. dates of the policy consistent with dates requested for Building use.

6. Responsibility: The User agrees to abide by the laws, rules, and regulations of the Town, and if, in the opinion of the Town's officers, the User, its agents, employees, or members violate or fail to comply with said laws, rules, or regulations, the Town will have the right to terminate the agreement without liability or obligation of any nature whatsoever and the Town will not refund moneys to the User. The person or persons reserving the room ("Responsible Person(s)") is responsible for the event and shall be present prior to the commencement of the event, be present during the event, and remain until all persons at the event have left. The Responsible Person(s) is also responsible for return of the key and payment of any fees.

7. Cleaning Requirements: All Users must clean up after themselves and restore the premises in a clean and orderly condition. The following tasks are required for clean up:

- a. Place chairs back in racks.
- b. Place tables back where they were, wipe them down.
- c. Sweep and mop all floors.
- d. Clean kitchen, including any spills on floors, on or in appliances.
- e. Wash dishes and return to cupboards.
- f. Remove garbage from premises.
- g. All personal items brought in with the person or group of persons using the Building shall be removed when they leave.

8. Items available for public use: The User event shall not extend beyond the hours approved in the application. The Towns provide kitchen dishes and utensils for the public use. All Users must bring their own food, drinks, and disposable supplies. No property or equipment is to be altered, damaged, or removed from the premises.

9. Length of Reservations: The Users wishing to use the Building on a recurring basis (weekly, monthly, biweekly, bimonthly, etc.) must renew their reservations every six months.
10. Preemption of Reservations: The Towns reserve the right to preempt any recurring reservation in the event that a public event or town business requires use of the Building.
11. Duplicate Reservations: The Towns reserve the right to allow two Users to use the Building at the same time provided that the uses are compatible as determined by the Town Boards.
12. Alcoholic Beverage Policy: There are to be no alcoholic beverages consumed in the Building or surrounding area, including patio, parking lot, and lawn.
13. Smoking Policy: There is to be no smoking in the Building or on the deck or within 15 feet of the Building entrances.
14. Illegal Drugs: There are to be no illegal drugs to be used, purchased, or consumed in the Building or surrounding area, including patio, parking lot, and lawn.
15. Town Access: Town authorities must have free access to all areas of the Building at all times.
16. Release and Indemnification: The User, as well as their guests, agents, assignees, and heirs hereby agree to release and hold harmless the Towns of Clifton and Fine from any and all liabilities and claims arising out of or caused by any acts of the User, its agents, servants, employees, members, and suppliers.

**Clifton-Fine Community Center
4208 State Highway 3
Star Lake, NY 13690**

**APPLICATION AND AGREEMENT FORM
FOR
USE OF THE CLIFTON-FINE COMMUNITY CENTER**

INSTRUCTIONS: Please complete this application and return to the Town of Fine.

Name of User: _____

Nature of User:

____ For-Profit or ____ Not-For-Profit

____ Non-Resident or ____ Resident

Nature of Event: _____

Date of Event: _____ Start Time: _____ End Time: _____

Est. No. of People: _____ Open to the Public? ____ Yes ____ No

Athletic Event? ____ Yes ____ No

Name of Responsible Person(s): _____

Mailing Address: _____

Phone: _____ Email: _____

I have read and agree to abide by the terms of the Building Use Policy set forth above. I further agree that I shall be responsible for providing that my guests abide by the terms of the use policy set forth above. If the User is an organization, I warrant that I have the authority to sign on behalf of the User.

Dated: _____

Signed: _____

Please return form and deposit to:

The Town of Fine
4078 State Highway 3
Star Lake, NY 13690
(315)-848-3121 x301

FOR OFFICE USE ONLY

Deposit/Rent: \$ _____

Proof of Insurance: ____ Proof of Not-For Profit: ____

Date: _____

Approved: _____

Key # Issued: _____

Key Returned (date): _____

Deposit Returned: _____