

**SHOREHAM VILLAGE
HALL USE POLICY
April 10, 2018**

The Village Hall shall only be allowed to be used by Village Entities in accordance with the following policy.

I. USE BY VILLAGE ENTITIES WITHOUT RENTAL CHARGE

- A. Village entities ("Village Entity") shall include the following:
1. The Village Board
 2. Other Village boards (e.g., the Zoning Board of Appeals)
 3. Village ad hoc and standing committees recognized by the Village Board
 4. The Shoreham Village Association ("SVA")
 5. Other organizations currently recognized by the Village Board, including the Book Club, Garden Club, Friends of the Parks Commissioner, Sunshine Committee and Welcome Committee
 6. Other organizations that may be recognized by the Village Board
- B. Subject to parts C and D below, any entity, including any Village Entity and the Shoreham Country Club ("SCC"), having a meeting or conducting some other activity at the Village Hall shall do so in the lower level and may do so at no charge. Any Village Entity having any such meeting or conducting any other activity shall be responsible for setup and cleanup and have a point person to coordinate with the Village Steward as need be. Coffee, other soft drinks and snacks may be served. The following shall not be included at any such meeting or activity: alcohol, kitchen services (with the exception of coffee. etc. as above), dinnerware, silverware and glasses. The Village Steward need not be present.
- C. As limited below in this part C, SCC sponsored events for Village residents may be held in the upper level at no charge. Alcohol, soft drinks and food may be served. The Village Steward shall be present. Such events shall be limited to:
1. Those traditionally open to the community, including:
 - (a) beach events
 - (b) children's events;
 - (c) deck nights; and
 - (d) Sunday open houses.

2. One other event on either any non-holiday weekday or on Sunday of Memorial Day weekend, as selected by the SCC.
 3. Any other event approved by the Village Board.
- D. The SVA shall be allowed to hold up to six events per year (each an "SVA Event") in the upper level at no charge, except for the service charge set forth in part D3 below, with the understanding that:
1. SVA Events shall only take place during the months of October through April, with each event being limited in duration to two and a half hours.
 2. Attendance for each event shall total at least 25 people.
 3. The SVA shall coordinate with the Village Steward for all setup and cleanup activities, and have a point person for such coordination. Coffee, other soft drinks and snacks may be served. The following shall not be included at any such event: alcohol, kitchen services (with the exception of coffee, etc. as above), dinnerware, silverware and glasses. The Village Steward shall be present at each SVA Event, at a fee payable by the SVA to be established by the Village Board from time-to-time, to assist with the aforementioned setup, cleanup and service.
 4. SVA Events shall be limited to lectures on various topics and similar presentations for cultural, educational or informational purposes.
 5. If an SVA Event is a play or similar presentation requiring rehearsals, such rehearsals shall only take place in the lower level, except for one "dress rehearsal" in the upper level without charge.
 6. If the proposed date of any rent-paying event should fall on the same date as that for any previously approved SVA Event, and the request for such rent-paying event is made at least 14 days prior to the date of such proposed event, the rent-paying event shall take precedence over the SVA Event. If such request is not made at least 14 days prior to the date of such proposed event, the Village Board and SVA shall work together to resolve the scheduling conflict in the best interest of the community.
- E. All activities, events and meetings to be held at the Village Hall shall be scheduled by the Village Steward and approved in advance by the Village Board. Any use of the Village Hall not addressed above, or any modification of the above, shall be subject to the approval of the Village Board in advance.
- F. Except as otherwise approved by the Village Board, no activity, event or meeting shall take place in the Village Hall when the Village Board or any Village agency is having a meeting.
- G. The following is prohibited:

1. Smoking in the Village Hall, the deck of the Village Hall, the grass area around the Village Hall, the beach or the gazebo area.
 2. Allowing a dog in the Village Hall, the deck of the Village Hall, the grass area around the Village Hall, the beach or the gazebo area, except for any service dog.
 3. The display of fireworks of any kind, unless a permit for any such fireworks display is issued under Chapter 12 of the Village Code.
- H. If any question should arise about handicap access, the matter shall be referred to the Village Clerk to be addressed by the Village Board.
- I. Any use of the Village Hall or any Village property for non-municipal purposes is subject to cancellation without recourse in the event the space or property is needed at the same time for any Village purpose or use.

II. RENTAL POLICY

- A. Definitions shall be as follows:
1. person — any being **or** legal entity
 2. resident—any person living or owning property in the Village
 3. charitable organization—any entity recognized as a charity by law, or any ad hoc group organized for the benefit of the Shoreham community at large and recognized by the Village Board
 4. governmental entity — any public entity (e.g., any federal, state, county, town agency, or fire or school district) having a function for the benefit of the Shoreham community at large as approved by the Village Board
- B. The Village Hall shall only be allowed to be rented to any of the following and only for purposes approved by the Village Board:
1. The SCC.
 2. Resident or child or parent of such resident, whether such child or parent resides in the Village or otherwise.
 3. Person not residing in the Village being a relative of a resident by blood or marriage and being sponsored by such resident.
 4. Former resident sponsored by a resident.
 5. Charitable organization.
 6. Governmental entity.
 7. Any official or employee of the Village sponsored by a resident.
 8. Any person as set forth in part II N below.

9. Any other person approved by the Village Board.
- C. Rentals shall not be allowed for:
1. Partisan political functions.
 2. Religious ceremonies except that weddings, receptions related to religious ceremonies (e.g., baptisms, bar/bat mitzvahs, confirmations or memorial services as more specifically addressed in part II N below) and holiday parties shall be allowed.
 3. Third-party catering.
- D. The following is prohibited:
1. Smoking in the Village Hall, the deck of the Village Hall, the grass area around the Village Hall, the beach or the gazebo area.
 2. Allowing a dog in the Village Hall, the deck of the Village Hall, the grass area around the Village Hall, the beach or the gazebo area, except for any service dog.
 3. The display of fireworks of any kind, unless a permit for any such fireworks display is issued under Chapter 12 of the Village Code.
 4. The service or consumption of alcoholic beverages, except as permitted under part 10 of the Rental Agreement (attached).
- E. Rental rates, security deposits, insurance documentation and any other requirements related to any rental shall be established by the Village Board and reviewed by said board at least annually.
- F. The Village Board shall be allowed to establish discounted rental rates, including waivers, to charitable organizations and governmental entities, and respecting rentals to residents or children or parents of residents, as distinguished from rentals to other relatives.
- G. Other than SCC rentals, rentals permitted hereunder shall be limited as follows:
1. No more than 12 rentals of the upper level shall be allowed per calendar year.
 2. No more than 8 rentals of the lower level shall be allowed per calendar year.
 3. No more than 4 rentals to charitable organizations and governmental entities shall be allowed per calendar year in total.
 4. No more than one rental of the upper level shall be allowed during the months of July and August for each Friday through Sunday period thereof, starting on the second Friday of July, through that Sunday immediately prior to Sunday of Labor Day Weekend.
 5. No rentals shall be allowed during the periods:
 - (a) Friday through Monday of Memorial Day Weekend;

- (b) the last weekend of June through July 10;
 - (c) Friday through Monday of Labor Day Weekend;
 - (d) Thursday through Sunday of Thanksgiving Weekend;
 - (e) Christmas Eve or Christmas Day; or
 - (f) New Year's Eve or New Year's Day.
- H. Rentals to those entities referenced in parts B4, 5, 6 and 7 above shall be confined inclusively to the periods from January 2 through the Sunday immediately prior to the Sunday of Memorial Day Weekend, and from the Sunday immediately following the Sunday of Labor Day Weekend through the Sunday prior to the Sunday of Thanksgiving Weekend.
 - I. No separate rental of the lower level shall be allowed on any day the upper level is being rented.
 - J. Except as otherwise limited by the Village Board, areas surrounding the Village Hall (i.e., deck, lawn, beach, gazebo area) may be used as part of any rental.
 - K. Except as otherwise approved by the Village Board, no rentals shall take place when the Village Board or any Village agency is having a meeting.
 - L. Caterers and providers for any rental shall be subject to the approval of the Village Board.
 - M. Any individual renting the Village Hall shall be at least 21 years of age.
 - N. Notwithstanding anything herein to the contrary, and subject to availability and the approval of the Village Board, any resident, or relative of such resident by blood or marriage, whether such relative resides in the Village or otherwise, shall be permitted to rent the upper level at the rate set forth in the Schedule of Rentals (attached) for any reception in memory of such resident or relative, with the understanding that the Village shall have no obligation to announce such reception to the public, unless the Village elects to do so on behalf of any current or past Village official or employee, and then only with the written permission to do so from such official or employee, or representative of either.
 - O. Any rental of the Village Hall shall require completion of a Rental Application (attached) by the party renting the Village Hall and execution by said party of the aforementioned Rental Agreement, and receipt by the Village Steward of the security deposit, rental payment, and insurance documentation, as may be required under said agreement.
 - P. The Village Board shall have the power to enforce the policies set forth above and to modify said policy if it is determined to be in the interest of health, safety and welfare of the Village.
 - Q. The Village Board shall be permitted to cancel any event if same requires that the

easterly parking lot be plowed or has to be deiced, except if the party renting the Village Hall agrees to pay the cost of same.

- R. Any Village resident shall be allowed to borrow tables, plastic chairs and glassware (but not utensils) coordinating with the Village Steward and subject to rules established by the Village Board related thereto.
- S. Each and any policy may be modified, supplemented or repealed by the Village Board by resolution at any time in the sole discretion and judgment of said board.

SCHEDULE OF RENTALS

[DATE]

UPPER LEVEL

- A. The SCC — \$1,200 on Saturday and Sunday, and \$500 Monday through Friday; no charges for any children's events or beach parties; \$150 for events open to Village residents
- B. Resident — \$2,000 on Friday, Saturday and Sunday, and \$800 Monday through Thursday
- C. Person not residing in the Village being a relative of a resident by blood or law being sponsored by such resident (other than a child of such resident) — \$4,000 on Friday and Sunday, \$5,000 on Saturday, and \$1,500 Monday through Thursday
- D. Former resident sponsored by a resident — \$4,000 for Friday and Sunday, \$5,000 for Saturday, and \$1,500 Monday through Thursday
- E. Memorial reception — \$800
- F. Charitable organization — \$800
- G. Governmental entity — As established by the Village Board

LOWER LEVEL

- A. Resident — \$350
- B. Non-resident — \$700

This Schedule of Rentals may be amended by resolution of the Village Board at any time.

**SHOREHAM VILLAGE HALL
RENTAL AGREEMENT
Effective [], 2018**

Whereas, the Incorporated Village of Shoreham (the "Village") is the owner of the Shoreham Village Hall (the "facility"), and whereas the Village wishes to rent the facility to the Renter as set forth herein;

Whereas, _____ (the "Renter") wishes to rent the facility from the Village to hold an event (the "Event") as set forth herein; and

Whereas, _____ (the "Sponsor") wishes to sponsor the Event as may be required herein (if applicable).

Now, Therefore, the parties hereto agree to the following:

1. Date and Time of Event

The date and time of the Event shall be _____. The period of the Event shall be approximately _____ hours, subject to the provisions of part 9 of this agreement.

2. Description of Event and Sponsorship

The facility shall be used for _____, to be attended by no more than _____ people (note: the capacity of the upper level of the facility is 190 and 75 for the lower level). As a non-Village resident, the Renter shall be required to be sponsored by the Sponsor, with the understanding that the Sponsor shall be required to attend the Event (if applicable).

3. Caterers and Other Providers

The following parties shall be permitted to be used by the Renter, and no others, unless approved by the Village in writing:

Caterer: _____

Other: _____

Other: _____

4. Rental Fee

The fee for the Event shall be \$_____, 50% thereof payable upon execution of this agreement, the receipt of which is hereby acknowledged, and 50% thereof on the date 6 months prior to the date of the Event.

5. Security Deposit

In addition to the rental fee above, the Renter shall provide a security deposit in the amount of \$1,000 for non-sponsored events, and \$2,000 for sponsored events, payable upon execution of this agreement, the receipt of which is hereby acknowledged. Said deposit shall be held by the Village Clerk as security to cover the cost of any damage to the facility or other loss or expense incurred by the Village due to the use of the facility by the Renter. In the event of any such damage, loss or expense, the Renter agrees and acknowledges that the Village may use the security deposit for payment of the cost of same without prior approval of the Renter. The amount of the security deposit paid hereunder shall not limit the Renter's liability to the Village for the cost of any such damage, loss or expense and any claim for same by the Village shall be paid by the Renter.

6. Property Damage and Liability

The Renter shall be responsible for any and all property damage and liability incurred by the Village arising from or in any way incurred by the use of the facility by the Renter, or by the acts or omissions by any guest, contractor, employee or invitee of the Renter, whether intentionally or not, including any claims against the Village due to negligence of the Renter, or Sponsor (if applicable), or of any guest, contractor, employee or invitee of the Renter. The responsibility of the Renter, or Sponsor (if applicable), set forth in this agreement shall include all of the facility, including the building itself, and all its systems and appurtenances, the surrounding area, and all equipment and materials used in the building, including but not limited to kitchenware and kitchen equipment (including theft and breakage).

7. Facility Rules

The Renter acknowledges familiarity with all rules regarding the use of the facility and agrees to comply with same. Facility rules shall include, but not be limited to:

- (a) The prohibition of smoking in and around the facility, including the Village Hall, the deck of the Village Hall, the grass area around the Village hall, the beach and the gazebo area.
- (b) The prohibition of having a dog in the Village Hall, the deck of the Village Hall, the grass area around the Village Hall, the beach or the gazebo area, except if such dog is serving the handicapped.
- (c) The prohibition of the displaying of fireworks, including but not limited to traditional fireworks, or the explosion of firecrackers, cherry bombs, ash cans, and other such explosives, or the use of sparklers, unless a permit for any such fireworks display is issued under Chapter 12 of the Village Code.
- (d) The prohibition of any child under the age of fourteen (14) being unaccompanied by an adult when such child is on, in or around the exterior deck or stairway areas of the facility.
- (e) The requirement of the Renter and any caterer or provider to leave the facility following any Event in the same condition as found.

8. Insurance

Upon execution of this agreement, the Renter shall provide proof of insurance coverage naming the Village as an additional insured. In the event the Renter is an individual, such individual shall provide a homeowners insurance policy with an off-premises occasion endorsement, with not less than one million dollars (\$1,000,000) of liability coverage as approved by the Village Board. If the Renter is not an individual, the Renter shall provide the Village with a liability policy with endorsements suitable to cover the intended use of the facility, with insurance coverage naming the Village as an additional insured in the amount of not less than one million dollars (\$1,000,000). Caterers or providers shall be required to have insurance coverage naming the Village as an additional insured in the amount of not less than one million dollars (\$1,000,000). As circumstances require, any rental in the judgment of the Village Board may require proof of workers compensation and disability coverage.

9. Hours and Length of Event

The length of the Event shall not exceed eight (8) consecutive hours, including two (2) hours for set-up, and six (6) hours for the Event function itself, including one (1) hour for clean-up. The Renter agrees not to exceed this limit without prior written permission from the Village and acknowledges that the Renter will not be permitted to have access to the facility on the day prior to or after the date of the Event. Notwithstanding the above, the Renter shall be permitted to extend the aforementioned two (2) hour set-up period by one (1) hour at a charge of one hundred dollars (\$100) and extend the aforementioned five (5) hour Event function period by one (1) hour at a charge of two hundred and fifty dollars (\$250).

10. Regulations as to Alcoholic Beverages

The Renter shall comply with all regulations for the consumption or service of alcoholic beverages at the Village Hall, including those of the Village and the State of New York. The Renter agrees and acknowledges that the sale of alcoholic beverages at the Village Hall or on other Village property is prohibited. Caterers or providers, however, shall be permitted to provide alcoholic beverages of any type, but only if such caterer or provider has or obtains an off-premises license or single-event permit, and provides proof of same to the Village.

11. Cancellation

The Renter shall be allowed to terminate this rental agreement by notice by delivery of a letter or equivalent written notice to the Village at least six (6) months prior to the date of the Event, in which case payment of the rental fee in 4 above and the 50% deposit in 5 above shall be returned to the Renter. If such notice is not timely given, such deposit and fee shall be retained by the Village, unless the Renter rescinds such notice within 10 days of the submittal of such notice. If the contract is signed on a date less than six (6) months prior to the date of the Event, the fee shall be non-refundable.

12. Municipal Use

Any use of the Village Hall or any Village property by a private group or for non-municipal purposes is subject to cancellation without recourse in the event the space of property is needed at the same time for any Village purpose or use.

Agreed to this _____ day of _____

Renter:

Sponsor (if applicable):

Incorporated Village of Shoreham:

SHOREHAM VILLAGE HALL RENTAL APPLICATION

| | |
|----------------------------------|--|
| Date Requested: | |
| Date Of Event: | |
| Type Of Event: | |
| Upper or Lower Level | |
| Estimated Number of Guests: | |
| Percentage of Village Residents: | |
| Food and Beverage to be Served: | |
| Name of Caterer: | |
| Address of Caterer: | |
| Name of Other Provider: | |
| Address of Other Provider: | |
| RENTER | |
| Name: | |
| Address: | |
| Telephone: | |
| Cell: | |
| SPONSOR | |
| Name: | |
| Address: | |
| Telephone: | |
| Cell: | |