

TOWN OF JOHNSBURG | BUILDING USE AGREEMENT

Tannery Pond Community Center

Tannery Pond Community Center is owned by the Town of Johnsburg and managed by Tannery Pond Center.

Today's Date: _____ Organization / Family: _____

Address: _____ City/State/Zip: _____

Contact Person(s): _____

Email: _____ Phone: _____

Type of Use: Meeting Party / Reception Concert / Theater Movie Other _____

Event Date: _____ Arrive to Set Up: _____ Start Time: _____ End Time: _____

Open to the Public: Yes / No Name of Event: _____

COVID-19 GUIDELINES: For the safety of our users and the goal of minimizing the spread of COVID-19, the Town of Johnsburg and Tannery Pond Center have instituted special guidelines which we are asking all of our users to adhere to until normal building operations are resumed.

- Please collect signed Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 forms from all attendees (form attached).
- Please read the COVID-19 guidelines for use provided as a separate document. THESE GUIDELINES ARE SUBJECT TO CHANGE - YOU WILL BE NOTIFIED OF ANY CHANGES PRIOR TO YOUR EVENT. Your signature on this form confirms that you agree to follow these guidelines when using this building.

RESPONSIBILITIES OF USER (Please initial items listed below)

____ Sale of alcoholic beverages prohibited without a permit and approval of Town Board.

____ Do not allow persons under the legal drinking age to consume alcohol in the building or on the grounds.

____ Assume full responsibility for any and all damages to the Town's building and its contents arising either directly or indirectly during period of use.

____ Assume all responsibility for any and all claims of any nature that might be made against the Town in any way arising out of or relating to use of this building.

____ Do not touch, disturb or remove objects exhibited and displayed in the Widlund Gallery and elsewhere.

____ Set up and take down of all tables and chairs used is the responsibility of user, and must be stored in same manner as found. This pertains to all equipment used with permission of TPC.

____ Snow removal from front steps and sidewalk, and/or lower doors is the responsibility of user when the building is closed. A shovel and sand / ice melting product is available at the main entrance.

____ Clean up spilled beverages and REMOVE all food, garbage and debris resulting from event.

____ Do a "sweep" of the areas used before leaving. The Town of Johnsburg or Tannery Pond Center are not responsible for items left behind.

____ Take such steps as are necessary to insure that the facility is in acceptable condition for the next user. Sweep and vacuum area used after trash has been removed.

SPACE AND SERVICES REQUESTED

Check all that apply – numbers in parentheses are occupancy limits. **Please see attached guidelines for modified occupancy limits due to COVID-19.**

See Floor Plans on Next Page

- Main Floor Rooms: Meeting Room (12) Kitchen Lobby & Gallery (52) Tech Booth¹
- Lower Floor Rooms: Meeting Room A1 (22) Meeting Room A2 (22) Lower Lobby (52)
- Auditorium with telescoping seats (165)
- Auditorium with seats retracted (300)
- Additional Equipment: Chairs (70) Tables (14)
- Stage Lighting: Basic Lutron Canister Lights¹ Follow Spot¹
- Sound System¹ Piano²

¹ Experienced technician or demonstrated knowledge of the equipment's operation is required to use this equipment.

² Use of piano requires permission from the Managing Director & a tuning fee of \$_____.

All deposits and rental fees should be made payable to the "TOWN OF JOHNSBURG."

The rental fee and security deposit are required to confirm the reservation for use.

Rental Fee: \$_____ Security Deposit: \$_____ (additional 25% of rental fee)

Please provide a separate check or cash payment for the security deposit (to be returned after the event, less any damages or costs relating to use).

Date: _____ **Signature:** _____ **Print Name:** _____

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Request accepted by: _____ **Date:** _____ **Calendar:** Tentative Confirmed

Rental Fee: Paid _____ **Security Deposit:** Paid _____ Returned _____

Keys: _____ Issued Returned

Notes: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Town of Johnsbury COVID-19 Addendum to Building Use Agreement to be signed by all event participants.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and Centers for Disease Control. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The State of New York by Governor Andrew M. Cuomo has imposed limitations on gatherings, and instructions for social distancing. As these limitations are relaxed, the threat of COVID-19 is not diminished. The Town of Johnsbury ("the Town") has put in place preventative measures to reduce the spread of COVID-19. However, the Town cannot guarantee that anyone visiting or using any Town facilities will not become infected with COVID-19, or any other virus. Attending social gatherings can increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my minor child(ren), may be exposed to or infected by COVID-19 by attending or using any Town facilities, and further that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, volunteers, and program participants and their families, and any other users of Town facilities. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with me or my child(ren)'s use of Town facilities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, and insurers, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my attendance at or use of any Town facilities. I also agree that if, within fourteen (14) days of my attendance at or use of Town facilities, I or my child(ren) contract COVID-19 or I am notified that I may have come in contact with COVID-19 at Town facilities, that I will notify the Town Supervisor of the Town of Johnsbury, as well as the sponsor or host of the event that I am attending at Town facilities, of such positive test, as well as those who I may have come in contact with at any such event. I authorize the Town to use such information of a positive test to participate in any contact tracing to help reduce the spread of COVID-19.

Signature: _____ Date: _____