



## Village of Fishkill

### **SARAH TAYLOR PARK – PAVILION RESERVATION INFORMATION**

#### **Supplied Services:**

Covered Pavilion  
Lighting & power to duplex outlets  
Potable water to garden hose bibs  
Unisex portable toilet (May-September)  
Trash dumpster  
Picnic tables

#### **Procedure:**

Provide a written request for usage (e-mail, fax or mailed) to the Village of Fishkill for consideration by the Village Board of Trustees including the following information:

- Full name, address and telephone number
- Date of event
- Time slot requested
- Type of event planned
- Approximate number of attendees

#### **Additional Information:**

The usage fee for the Pavilion is:

- \$75 for Village residents
- \$125 for non-Village residents
- \$125 refundable cleaning/damage retainer (Returned if Pavilion and surrounding area is clean after the event)

Organizers of events with 100 or more attendees will need to meet with the Park Committee to discuss logistics, permitting and charges for the event.

The Pavilion area must be broom clean after the event

All trash must be emptied into the dumpster

All vehicles must park in designated areas ONLY

You are reminded to respect the rights of others that are using the Park

The Village Clerk (845-897-4430) should be notified as soon as practicable of any maintenance problem, off-normal condition or reported emergency at the Park

Dial 911 to report an emergency

Sarah Taylor Park is located at the end of Old Main Street in the Village of Fishkill, NY

## Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between, \_\_\_\_\_, hereinafter "permittee", and the Village of Fishkill, hereinafter "permitter", on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in Fishkill, NY

### Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as follows:

Permittee will indemnify and hold harmless permitter from any and all claims, actions and judgments, including all cost of defense and attorney's fees incurred in defending against same arising from \_\_\_\_\_ (insert event)

permittee's actions including the acts of permittee's agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event, permittee shall indemnify and hold harmless permitter for any such claims paid, including permitter's reasonable attorneys' fees incurred resulting from such claims. In the event any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal counsel chosen by permitter to defend against same. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled. This agreement shall be interpreted under the laws of the State of New York.

\_\_\_\_\_  
By Permittee (Event Holder)

\_\_\_\_\_  
Date

\_\_\_\_\_  
By Permitter (Village of Fishkill)

\_\_\_\_\_  
Date