

VILLAGE OF HAMILTON

HOOKS WILTSE BALL FIELDS AND PAVILION

USAGE POLICIES- Non-League Use

1. Hooks Wiltse Ball Fields are available for use from April 15th to November 15th, between the hours of 8 am to dusk, unless otherwise posted. The Pavilion and non-ball field areas may be used from 8 am to dusk between the previously mentioned dates, unless otherwise posted.
2. Persons who have leased the use of the pavilion may utilize the ball fields unless there is a previously scheduled game.
3. Mid-York Little League and the locally sanctioned adult leagues have pre-scheduled games and no individual, group or team shall interfere with the scheduled use of any ball fields. A schedule may be picked up at the Village of Hamilton office during regular business hours.
4. All organized leagues shall be required to supply the Village of Hamilton with a certificate of insurance that shall meet or exceed the limits set by the Village of Hamilton Clerk. The Village of Hamilton shall be named as additionally insured on the certificate. The Village Clerk may require a hold harmless agreement.
5. The bathroom facilities are available to all leagues and groups upon issuance of permit for the seasonal use of the ball fields, keys will be issued for the bathrooms at time of payment and must be returned at the conclusion of the season.
6. The Village of Hamilton has issued an exclusive license only to Mid-York Little League to operate a food concession and to sell other items from April 15 to November 15. Any other entity, whether profit or non-profit company or individual, shall require a peddler's permit issued by the Village of Hamilton Clerk. Under no circumstances shall the clerk issue a permit when the Mid-York Little League is conducting practices or having a game.
7. It is prohibited for any group or individual person to move or relocate any ball field apparatus without written permission of the Village of Hamilton Board of Trustees. This includes but is not limited to the moving or relocating of structures, bases, home plate, pitcher's mound, trees, etc. The picnic tables may be arranged to accommodate the function but are required to be relocated back under the pavilion when the function has ended. Picnic tables are prohibited anywhere within the fenced in ball field areas.
8. No glass containers are permitted. No staples, tacks, push pins, nails or any other sharp item may be added by any non-Village Employee within the pavilion.
9. No alcoholic beverages are allowed without written permit from the Village of Hamilton Municipal Clerk. Any violation of this policy will be subject to the penalties as set forth in the Village of Hamilton Alcoholic Beverage Law.
10. Amplified sound is prohibited unless written permission is obtained from the Village of Hamilton Mayor.
11. All vehicles are prohibited from entering the ball field or concession area or any other area not typically used for parking. Exception is made to all Village maintenance vehicles and any emergency vehicles. All vehicles are to be parked in an orderly fashion and are required to utilize the entrance and exit drives.
12. The Hamilton Police Department shall be given a copy of any permit issued and will patrol the area during the event.

VILLAGE OF HAMILTON

HOOKS WILTSE PAVILION/BALL FIELD USE APPLICATION- Non-League use

Date of Event ____/____/____ Time of Event: From ____ : ____ (am/pm) To ____ : ____ (am/Pm)

Name (Print) _____ on behalf of (if applicable) _____

Address _____

Phone # _____ Fax # _____ Email _____

Are you a Village of Hamilton resident (do you pay Village taxes)? ☐ Yes ☐ No

Fee: Village residents: \$35.00 Non-resident: \$75.00

A separate check is required for the deposit. This deposit will be returned to you after a Village employee inspects and determines there is no damage made to the ballfields, bathroom or pavilion. The Deposit amount required is \$50.00 for Village residents or \$100 for non-residents.

☐ I understand and accept the terms. I have signed the **Eaton Street Pavilion Rental Agreement - Deposit Terms**

Will you be:

Using Ball Fields? ☐ Yes ☐ No

Having Alcoholic Beverages? ☐ Yes ☐ No

Selling, Vending or Hawking? ☐ Yes ☐ No (If yes, peddler's permit required)

Anticipated sound level : ☐ <70 dB

☐ >70dB (sound permit/variance is required)

I have read and understand the above policies for the use of the Hooks Wiltse Pavilion and Ball Fields. I also understand that I am responsible for the cleanup and proper disposal of any and all trash in the containers provided. I shall ensure that all doors are properly locked in the bathrooms prior to leaving the facility and that I shall return the key to the Village of Hamilton Municipal Offices by the next regular workday before end of business hours. The return of the deposit will be determined by an inspection of the facility, by the Village of Hamilton. If everything is found to be in satisfactory order, a refund shall be forwarded to the applicant's address above.

I am over 21 years of age and have read this form and attached regulations and agree to comply with them. I agree to be responsible to the municipality for the use and care of the facilities. I and the entity for which I am filling out this form on its behalf does hereby covenant and agree to defend, indemnify and hold harmless the Village of Hamilton from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's 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 Village of Hamilton's property, facilities and/or services by all those participating in the event so mentioned in this application.

Applicant's Signature: _____ Date: ____/____/____

For Village Use: Application is ☐ Accepted ☐ Denied; reason: _____

employee initials _____ Key # _____ Returned: ____/____ Deposit returned: ____/____

Eaton Street Pavilion Rental Agreement - Deposit Terms

1. Damage Deposit Requirement

The **Damage Deposit** is required as part of the pavilion rental agreement to ensure that the venue is maintained in good condition and to cover any potential damage or excessive cleaning costs incurred during or after the event. The deposit will be held by the Village and will be returned to the renter following a satisfactory inspection of the pavilion and bathrooms.

2. Deposit Amount \$50 Village Resident; \$100 non- Village resident

3. Purpose of the Deposit

The damage deposit will cover:

- **Repairs or Replacement:** Any damage caused to the pavilion, fixtures, furnishings, or equipment during the rental period. This includes leaving/using staples, tacks, nails, screws or any “sharp” implements on the walls, posts, picnic tables or any part of the pavilion structure.
- **Excessive Cleaning:** If the pavilion is left in an unsatisfactory condition (e.g., trash, spills, stains, or other cleaning needs beyond normal wear and tear).
- **Loss or Theft:** Any missing items that were provided as part of the pavilion rental (e.g., tables, chairs, etc.).
- **Violation of Rental Terms:** If the terms of the rental agreement are violated (e.g., exceeding the maximum capacity, alcohol consumption restrictions, etc.), the deposit may be used to cover fines or penalties.

4. Payment

- The damage deposit is due at the time of booking and must be paid in full to reserve the pavilion rental.
- **Accepted Methods of Payment:**
 - Cash
 - Check (made payable to *Village of Hamilton*)
 - Money order

5. Refund of Deposit

- **Timing:** The deposit will be refunded within **14 business days** after the rental period has ended, subject to an inspection of the pavilion.
- **Inspection Process:** The municipality or designated personnel will conduct a post-event inspection to assess the condition of the pavilion and surrounding area.
 - If the pavilion is returned in satisfactory condition, the full deposit will be refunded.
 - If damage or excessive cleaning is required, the cost will be deducted from the deposit.

- **Refund Procedure:** Refunds will be processed via the same payment method used for the deposit (unless otherwise agreed upon). If you used cash for the deposit, you will be contacted to pick up the balance of your deposit. Otherwise, your deposit will be mailed to you.

6. Conditions for Full Refund

- The pavilion and all provided equipment (such as tables, chairs, and fixtures) must be returned in the same condition as received.
- The pavilion must be cleaned and left in a reasonable condition. Renters are required to:
 - Remove all trash and dispose of it in the appropriate containers.
 - Wipe down tables, clean up spills, and return any picnic tables and trash cans to their original position.
 - Ensure water faucets and spigot are off
 - Ensure toilets and sinks in the bathrooms are free of waste, lights are off and bathroom doors are locked
 - Return the Bathroom key to the Village Office. If outside of business hours, the key may be put in the Dropbox that is in the door facing Broad Street
- If the rental agreement specifies no alcohol, noise, or other restrictions, the renter must comply fully with these terms.

7. Deductions from the Damage Deposit

- The deposit may be partially or fully withheld for the following reasons:
 - **Damage to Property:** Any physical damage to the pavilion structure, fixtures, or equipment (including stains, tears, burns, scratches, etc.).
 - **Excessive Cleaning:** If the pavilion is left excessively dirty or with food waste, spills, or hazardous materials that require more than standard cleaning (ex. sweeping/raking leaves).
 - **Loss of Equipment:** If any provided tables, chairs, or other rental items are lost or damaged.
 - **Violation of Rental Agreement:** If the rental agreement's terms are violated (e.g., holding an event without necessary permits, exceeding occupancy limits, or violating alcohol consumption rules).

Example of deductions:

- Minor damage (e.g., scratches, minor stains)
- Major damage (e.g., broken furniture, structural damage)
- Excessive cleaning

- Lost equipment: Full replacement cost
- *If deductions exceed deposit, you will be billed for the difference in charges to restore the pavilion/bathrooms to the condition it was before your rental.*

8. Non-Refundable Costs

- **Use Fee:** This fee is non-refundable and covers the cost of basic utilities and bathroom access during the event and basic cleaning and maintenance following the event.
 - **Fee:** \$35 Village Resident; \$75 non-resident

9. Liability

- The renter is fully responsible for any damage or injuries that occur during the event. The renter must ensure that all guests and vendors follow safety guidelines and municipal regulations.
- In the event of an emergency, the renter is responsible for notifying local authorities or emergency services.

10. Special Conditions for Refund

- In the case of **event cancellations** by the renter (due to personal reasons), the damage deposit may be returned depending on the timing, but the use fee will be forfeited.

11. Disputes

Any disputes regarding the deposit, deductions, or refund process should be submitted in writing to the municipal office within 30 days of the event. The municipality will review and resolve disputes in a timely and fair manner.

Acknowledgment

By signing this agreement, the renter acknowledges and agrees to the terms and conditions outlined above, including the damage deposit requirements and refund policy.

Renter Name: _____

Event Date: _____

Deposit Amount: \$_____

Signature of Renter: _____

Date: _____

Signature of Municipal Representative: _____

Date: _____
