

APPLICATION AND AGREEMENT FOR USE OF THREE SAINTS PARK

112 MILLER ROAD, BETHANY, CT 06524

PRE-RELEASED

PHONE: (800) 393-8179 ♦ CARETAKER@THREESAINTSPARK.COM ♦ WWW.THREESAINTSPARK.COM

This application and agreement is entered into on the date signed below by and between Three Saints Church located in Ansonia Connecticut, hereinafter, "Owner" and the following, hereinafter, "the Applicant." Pursuant to the terms and conditions that follow, the Applicant is requesting the use of Three Saints Park, located at 112 Miller Road, Bethany Ct 06524, hereinafter, "The Park" as directed by the Owner's authorized representative, hereinafter, "Park Director."

Applicant Information:	Organization Information:
Applicant Name(s):	Organization Name:
Applicant Address:	Organization Address:
Home Phone:	Phone:
Cell Phone:	Extension:
Email Address:	Website:

Requested Date and Times of Event			
Date(s) Requested	Alternate dates	From:	To:

Event Description:	
Number of guests expected:	Approximate Number of Vehicles:

Check one of the following:			
<input type="radio"/>	Reserving for an event <u>Not Serving beer & wine</u>	<input type="radio"/>	Reserving for an event <u>Serving beer & wine.</u>
▲ One Security/Cleaning deposit	\$ 210	▲ One Security/Cleaning deposit	\$ 210
▲ One Park Donation & Fees	\$ 930	▲ One Park Donation & Fees	\$ 1,480
▲ One Time Event Insurance fee *	\$ 160	▲ One Time Event Insurance fee *	\$ 210
Total due to Hold Event*	\$ 1,790	Total due to Hold Event*	\$ 1,900
<input type="radio"/> Please send weekend Package information for up to 34% savings		<input type="radio"/> Please send weekend Package information for up to 34% savings	

*Minimum Insurance amount: Subject to change based upon Insurance, company's most current Insurance requirements, and specific event needs (see Insurance Forms for more information).

I understand that the bookings are made on a first come (paid) - first serve basis and I hereby certify that I have reviewed the provisions, rules and regulations contained in herein and hereby agree to the terms and conditions hereof. It is expressly understood and agreed that the rules and regulations of Three Saints Park shall be strictly complied with, and that the Park is offered in an As-Is condition and that I shall leave the Park property, it's facilities and contents in the same or in a better condition than I found them. It is also understood, that failure to comply will result in the forfeiture of fees paid or other monetary reclamation and shall assume full responsibility for loss or damage of the same as consequence of using the facilities, and shall immediately engage to remediate without any expense of time or money to the owner. (It is also understood, that the Security/Cleaning Fee shall be forfeited and non-refundable in the event of the cancellation the event with less than twenty-one (21) calendar days' notice.) It is also understood that events are prohibited from using the Property without proper insurance coverage and that the Owner and Park Director reserves the right to interrupt, cancel, or prohibit any activity connected with the event that it deems unsafe, improper or at variance with the rules and regulations.

Applicant Signature: _____ Dated _____
(Digital Signatures are also accepted)

Application approved, and Park use granted for the requested date(s):

By the Park Director: _____ Dated _____
Nicholas N. Timpko

Payments made are non-refundable once the request for insurance coverage has been submitted by the Director.
 Note: Bookings are not reserved until the Application and Payment(s) are processed and approved by the Park Director.
 Please make **checks payable to: "Three Saints Park"** or; to pay by **Credit Card** email us to a request to pay On-Line.
 As always please feel comfortable contacting us to discuss any Questions or Comments you may have.

Park Provisions, Rules and, Regulations

Applications: Help us complete your booking by providing the following at least (60) days before the event: A signed* application, A signed one-time event insurance Form and Payments in Full. Acceptable payments methods: Bank Check, Personal Check, Credit Card. If you would like to pay by Check, please make payable to "Three Saints Park" and sent to Three Saints Park, 112 Miller Road, Bethany CT 06524 Attn: Park Director. If you would like to pay by Credit Card, please contact us either by phone or email to pay online or by phone. *Digital Signatures are Accepted. **Insurance:** Each event shall provide proof of insurance coverage for the event with the Owner/Three Saints Park as additionally insured. **Times:** Park activities may be held from 7:00 am to 10:00 pm or as directed by the Park Director and shall be cleaned and vacated by 11:00 pm.

Security/Cleaning Deposit: A Security/Cleaning Deposit, to accompany the Application, shall be made to cover any damage or loss that may occur to the premises or its contents, and shall be refundable only if it is determined by the Park Director that no damage has been done to the property, the buildings, equipment or loss to its contents during said event. In addition, Security/Cleaning Refunds are contingent upon the applicant's compliance with the Regulations herein, Rules posted or as Directed by the Park Director. Inspection of the property will be made by the Park Director immediately following the event to establish compliance with the rules, regulation, and requirements herein. Such deposit may be held for up to four (4) weeks following the date of the event. The Applicant may request a tour of the property and its buildings and a review of its contents prior to the event in order to verify the condition of the property, its buildings, and its contents.

Damages: The Applicant, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the Owner, Park Director, officers, employees and agents free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the use of the premises by the Applicant and all persons attending the event. Damage or loss occurring to the property, the buildings, equipment, or contents shall be the responsibility of the Applicant. To the extent required, the Security/Cleaning deposit shall be used, in whole or part, to repair any damage or pay for any loss. Damage or loss occurring more than the Security/Cleaning deposit shall be paid to the Park Director immediately upon demand and may include the cost of time spent by the Owner, the Park Director or contractors (including materials) needed to clean or repair the premises or disperse the group or deal with disturbances. The Applicant signing this application agrees to make an immediate settlement for any such damage, breakage, loss, cleaning, etc.

Refunds: If the event is canceled less than fourteen (14) days prior to the scheduled date, fees will not be refunded, except for the Security/Cleaning deposit. In the event the property is not available due to an act of God or other catastrophe; the Applicant's sole and exclusive remedy shall be the return of the monies paid to the Park and is non-transferable.

Alcoholic beverages: Alcoholic beverages are limited to beer and wine and may not be sold or included in a price of admission. If alcoholic beverages are reserved, and guests are charged a fee (before, during or after an event), then a permit must be obtained from the Division of Liquor Control. Applicant must contact the Division of Liquor Control to determine their permit requirements. In the event a liquor permit is required, a copy of the said permit shall be submitted to the Park Director two (2) weeks prior to the event. The original permit shall be displayed visibly on the bar during the function. It is the responsibility of the Applicant to assure that adequate controls are in place to guarantee compliance with all applicable laws and regulations. The Applicant hereby certifies that only persons who are of legal age will be permitted to consume alcoholic beverages. The Applicant shall refuse to serve any attendee believed to be intoxicated. The Owner ("Three Saints Orthodox Church"), and Park Director will not sell or dispense alcoholic beverages and is not responsible for same. It is the sole responsibility of the Applicant and agrees to hold the Owner harmless in the event of all claims as a result of the Applicant's use of alcohol on the premises.

Supervision: The Park Director shall be present or available to answer questions and offer direction during the event. The use of the kitchen, recreational areas, and event activities, of any type, must be under the direct supervision of an adult (age 21+) for the duration of the event. Use of the pond is contingent upon the provision of a certified lifeguard and proper insurance paid for and managed by the Applicant.

Food/Kitchen: Food may be provided by Applicant or any caterer that the Applicant wishes to contract. Deliveries of food and drinks can be accepted prior to the event date only as directed by the Park Director. Bills, Invoices or receipts for drinks, supplies, rental equipment, etc., must be addressed to the Applicant and will not be accepted by the Park Director nor be responsible for same. **Please Note:** *Staging, warming and serving of pre-cooked food is permitted, however, Food preparation is currently prohibited and not allowed in the Kitchen until renovations of the Kitchen have been completed.*

Cleaning: Clean-up is required of the Applicant who is responsible for leaving the park and its facilities in the same or a better condition than prior its use. The facilities shall remain in the same working order and condition in which it was received. This includes but is not limited to; cleaning the bathrooms, mopping floors, removing decorations, relocating picnic tables to their original location, etc. Trash containers shall be emptied into the Park's dumpster and cleaned before leaving the property. NOTE: Inadequate cleaning shall result in a forfeiture of the Security/Cleaning Deposit.

Prohibited: Unless noted otherwise in writing prior to the event, the following items and activities are prohibited on the property: hunting, fishing, personal pets, personal livestock, and the discharge of firearms or explosives (including fireworks).

Access: The Applicant and the persons attending the event shall not be permitted to use the Park Directors house, barn, yard, or driveway or any other part of the Park property or equipment except as noted. The use of the parking lot shall be included. The Owner (Three Saints Orthodox Church / the Park Director) reserves the right to interrupt, cancel, or prohibit any activity connected with the event that it deems unsafe, improper or at variance with the regulations. Three Saints Orthodox Church parishioners shall have access to the property.

Police: If the Owner or Park Director should deem it necessary to have police at the function, it shall be the responsibility of the Applicant to engage such police at the Applicant's expense.

Gambling: Except as specifically authorized by the Connecticut Revised Code, there shall be no gambling permitted on Township property. The Applicant hereby represents and guarantees that no gambling shall be permitted either before, during or after the event. Should gambling be observed, the event will be terminated, and any deposits or fees shall be forfeited. Applicant hereby accepts all responsibility should any arrests be made, or citations are issued for gambling violations.

Equipment and supplies: It is the Applicant's sole responsibility to determine and supply additional equipment or supplies to adequately seat the number of persons stated on this Agreement. Existing Picnic tables shall be available for the Applicant's use and may be relocated to accommodate the event but, must be cleaned and returned to their original locations as part of Cleaning.

Occupancy: The Current capacity of the Park is limited to 275 persons. However, capacity may be increased by the Applicant's procurement and management of additional portable toilets. Exceeding this maximum may result in the closure of the event.

Parking: Parking shall be in designated parking areas only and as directed by the Park Director and encourages the Applicant to provide adequate supervision and management of vehicular traffic. Parking is prohibited on; the Park Director's driveway, the emergency access road, around the Pavilions and on the grass. The Owner assumes no liability or responsibility whatsoever for damages to any vehicles or contents thereof.

Noise disturbance: Excessive noise shall not be permitted at the Park. It is the responsibility of Applicant to control such things as music, speakers, boisterous participants, etc. Failure to control may result in the closing of the event, forfeiture of monetary considerations, in addition to any criminal charges that may result.

Decorations: Decorations are allowed as directed by the Park Director. Temporary Decorations such as streamers, signs, banners, holiday lighting, etc.... are permitted as long as they are removed at the end of the event, and no evidence is left behind of their presence as part of the cleanup process. Balloons and any remanence of balloons shall be removed, and no evidence left behind. Permanent fixtures are prohibited.

Fee Policy: Fees may be modified or waived at the discretion of the Owner and/or the Park Director. Submit a written request to modify or waive portions of the Application to the Park Director who will take the request under advisement and render a decision. The Owner and/or the Park Director may at its sole discretion waive or modify fees upon written request/application – however - a minimum fee of \$200.00 shall still apply.

Compliance with laws: The Applicant agrees to comply with all laws of the State of Connecticut and the United States of America, and the Applicant agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Township regarding said premises or the use thereof.

Liability: The persons executing this Agreement, for and on behalf of the Applicant, hereby warrants that he/she is authorized to act in such capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of Owner's and Park Director's property by the Applicant or any members or guests thereof. In case this permit is issued to a group of persons under 21 years of age a minimum of two persons 21 years of age or older must be present at all times. This Agreement must be signed by a person at least 21 years old who will be present. The Owner and Park Director are not responsible for the loss of or damage to, personal property

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Payment Form:

Example

Step 1:	Calculate Final Cost <i>(numbers shown represent a typical event of 1-200 people with Beer & Wine served)</i>		1 day	2 days
	Security & Cleaning Deposit		\$ 210	\$ 520
	Park Donation		\$ 940	\$ 1,300
	Total one-time event Insurance* (Estimated)		\$ 210	\$ 425
	Usage & Event Fees		\$ 540	\$ 565
	Total Cost Due to Hold Event		\$ 1,900	\$ 2,800
	Deposit Returned after final cleanup		\$ (200)	\$ (500)
	Total Anticipated out of Pocket Cost for Park Usage*		\$ 1,700	\$ 2,300

*Actual cost will be determined by Insurance Company's 2019 costs

Step 2: Select Payment Method: Please check one of the following payment methods

Check: Please make check payable to Three Saints Park, Enclosed is check # _____ For \$ _____

Please charge my credit card: Mastercard Visa Discover AMEX

Card Number: _____ Expiration date: _____

CSC # (card security code): _____ Billing Zip Code: _____

PLEASE NOTE: ADD TEN DOLLARS PROCESSING FEE IF ONLY PAYING DEPOSIT AT THIS TIME; FOR A TOTAL OF \$210.00

I authorize Three Saints Park, to charge my payment to my credit card in the amount of \$ _____

Printed name (as shown on card) _____

Cardholders Signature _____

Digital Signatures are also Accepted

Please Invoice me (via email only) – select one below:

For the full Amount.

Use the Credit Card information above for the appropriate Deposit then Invoice me for the Balance.

Note: When paying the deposit only at this time; please send another invoice ninety days (90) days prior to our event for the Balance Due which will be due Sixty (60) days prior to our Event date:

To the Following Email Address: _____