

**Village of South Russell**  
**Application for Reservation and Use of Village Campus**



Application Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ # attending: \_\_\_\_\_

Description/Details of Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Village Campus, which is comprised of the Village parking lot located at 5205 Chillicothe Road, may be provided by Council, at its sole discretion, for use by organizations for temporary events; provided however, that the terms of such use of Village Campus must be memorialized in an ***operating agreement or use agreement***, (attached), that is accepted and executed by the authorized representative of the organization and the authorized representative of the Village of South Russell, and which operating agreement or use agreement is approved as to form by the Village Solicitor and accompanied by the ***organization's certificate of insurance evidencing the Village of South Russell as an additional insured*** for the relevant time period covering the desired use of the Village Campus.

**SUBJECT TO APPROVAL BY COUNCIL AND ACCEPTANCE TO THE TERMS OF AN OPERATING AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED**

Applicant Signature: \_\_\_\_\_

|                             |                                       |                 |
|-----------------------------|---------------------------------------|-----------------|
| <b>For Office Use:</b>      | Date received: _____                  | Initials: _____ |
| <b>Documents Attached:</b>  |                                       |                 |
| User Agreement: _____       | Certificate of Insurance : _____      |                 |
| Council meeting date: _____ | Applicant notified of decision: _____ |                 |

**OPERATING AGREEMENT BETWEEN  
THE VILLAGE OF SOUTH RUSSELL  
AND**

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This agreement is made between the Village of South Russell (hereinafter called "SRV") and \_\_\_\_\_ (hereinafter called "\_\_\_\_\_") (collectively the "Parties"), for the purpose of authorizing \_\_\_\_\_ to use a designated portion of the parking areas and driveways of SRV municipal property at the junction of Chillicothe Road (State Route 306) and Bell Street for a \_\_\_\_\_ event ("\_\_\_\_\_"), during the time period and under conditions as described herein. This agreement shall be effective on \_\_\_\_\_ from the start time of the \_\_\_\_\_ mentioned below and shall terminate at the end time of the \_\_\_\_\_ mentioned below on \_\_\_\_\_.

1. SRV hereby grants to \_\_\_\_\_ a license to use SRV municipal property for the purposes of operating \_\_\_\_\_, subject to the terms and conditions of this agreement. The Parties intend that no other rights of any kind be granted under this agreement. This agreement is non-transferable and non-assignable.
2. The location of the \_\_\_\_\_ shall be near the Village Hall and the traffic flow pattern for the \_\_\_\_\_ shall be as described on the diagram attached hereto and incorporated herein by reference as **Attachment 1**. \_\_\_\_\_ shall use only driveways and parking areas as indicated on **Attachment 1** for the \_\_\_\_\_. There shall be no access to any municipal buildings of SRV for any purpose, except as permitted by duly authorized personnel of SRV.
3. The \_\_\_\_\_ shall operate on the SRV municipal property on \_\_\_\_\_ from the start time of \_\_\_\_\_ to the end time of \_\_\_\_\_, including the set-up and removal of \_\_\_\_\_. It is understood that the SRV municipal property shall be used at all other times for municipal purposes.
4. \_\_\_\_\_ may place signs on SRV municipal property advertising the \_\_\_\_\_, subject to the approval of SRV for the location and time of placement of each sign and on the condition that such sign shall be removed by \_\_\_\_\_ at the end time on \_\_\_\_\_ of the \_\_\_\_\_.
5. \_\_\_\_\_ shall provide a designated person on \_\_\_\_\_ at all times during the operation of the \_\_\_\_\_, which person shall be available to representatives

of SRV and which person shall be responsible for the operation and adherence to the traffic flow pattern as described in **Attachment 1**.

6. \_\_\_\_\_ shall insure that traffic flow for the \_\_\_\_\_ is controlled in a safe and efficient manner.
7. \_\_\_\_\_ shall indemnify and hold harmless SRV, its officials, employees, and designated representatives, from any cause of action arising out of the \_\_\_\_\_ that is not caused by the negligence of SRV or the negligence of its official's employees, or designated representatives. \_\_\_\_\_ shall maintain liability insurance sufficient to protect the interest of SRV at all times during the period of operation of the \_\_\_\_\_. \_\_\_\_\_ shall supply a Certificate of Insurance, to SRV, naming the SRV as an "additionally Insured" party and demonstrating that such insurance is reasonably sufficient to protect SRV's interest, prior to the \_\_\_\_\_ under this agreement.
8. This agreement may be terminated at the sole discretion of SRV, with reasonable notice to \_\_\_\_\_ when feasible.

Agreed hereto by the Parties:

\_\_\_\_\_

The Village of South Russell

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_