

**TOWN OF RIVERHEAD
SHOWMOBILE RENTAL AGREEMENT**

**APPLICATIONS MUST HAVE INSURANCE CERTIFICATE AND CHECK
ATTACHED AT TIME OF SUBMITTAL**

(Incomplete applications will not be accepted and does not secure the date(s) requested)

NAME OF ORGANIZATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE(S) REQUESTED: _____

RAIN DATE: _____
(Available only if not previously booked)

DESCRIPTION OF EVENT: _____

DESCRIPTION OF LOCATION: _____

DIRECTIONS TO LOCATION: _____

ON SITE CONTACT PERSON: _____

TIME CONTACT PERSON IS ON SITE: _____

EVENT TIME(S): START: _____ END: _____

SOUND SYSTEM: YES _____ NO _____

ELECTRIC POWER AVAILABLE ON SITE: YES _____ NO _____

(110Volt-20 AMP SERVICE MUST BE AVAILABLE WITHIN 100' OF LOCATION OF SHOWMOBILE)

Signature of Lessee Date

INSURANCE CERTIFICATE RECEIVED: YES: _____ NO: _____

CHECK/MONEY ORDER RECEIVED: YES _____ NO: _____
(Must be included as per amount shown on the schedule on the next page)

COUNCILPERSON COUNCILPERSON COUNCILPERSON

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, between _____, herein referred as "LESSEE" and the TOWN OF RIVERHEAD, having its principal place of business at 200 Howell Avenue, Riverhead, County of Suffolk, State of New York, herein referred to the "TOWN".

WITNESSETH:

WHEREAS, the Town of Riverhead has offered to allow the use of the Town-owned Showmobile, for the purposes of (description of event):

_____: and

NOW, THEREFORE, in consideration of one dollar (\$1.00) each to the other in hand paid, the parties hereto agree as follows:

1. After set-up and prior to take-down , while the Showmobile is in Lessee's sole possession and care, custody and control, LESSEE has accepted sole liability and responsibility for the physical safety of all persons using said Showmobile as well as for the physical condition of the Showmobile.
2. LESSEE agrees to fully indemnify, save and hold harmless the TOWN and all of its officers, agents and employees from and against any and all liability of any type whatsoever including but not limited to any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with any use of the Showmobile.
3. LESSEE shall, at its own cost and expense, defend any and all actions or suits which may be brought against the TOWN or any of its officers, agents or employees or in which the TOWN or said officers, agents or employees may be impleaded with others upon any such above-mentioned claim. In the event of LESSEE'S failure to do so, the TOWN (at its option without being obliged to do so) may at LESSEE'S cost and expense and upon prior written notice to defend any and all such suits or actions. LESSEE shall satisfy, pay and discharge any and all judgments that may be recovered against the TOWN or any of its officers, agents or employees in any such suits or actions which may be brought against the TOWN or any of its officers, agents or employees or in which the TOWN or any of its officers, agents or employees may be impleaded with others. LESSEE shall pay the reasonable cost of any such defense including but not limited to the TOWN'S attorney fees.
4. LESSEE'S obligations hereunder shall not be deemed waived, limited or discharged by the enumeration of procurement of any insurance for liability for damages hereunder.

IN WITNESS WHEREOF, the parties hereto have caused their (corporate seals) to be hereunder affixed and these presents to be signed by their duly authorized officers the day and year first above written.

By: _____
LESSEE SIGNATURE

LESSEE PRINT NAME

Notary Public

**SHOWMOBILE RENTAL
FEE SCHEDULE & INSTRUCTIONS**

The application, indemnification agreement, insurance certificate and associated fees must complete and returned to the Engineering Department at least four weeks prior to the event. Applications are accepted on the first business day in January of each year. Applications must be accompanied by an insurance certificate, indemnification agreement and check or money order and an IRS letter of Not-For-Profit status along with proof of an approved Town of Riverhead Chapter 90 permit.

Note: Applications are not considered complete or accepted for processing unless all components are complete and attached to application.

FEE SCHEDULE	
Usage Fee Per Town Board Res # 330 Adopted 4/15/08	\$100/Day

If mailing application, make check or money order payable to the “Town of Riverhead”, 200 Howell Avenue, Riverhead, New York 11901 and forward to the attention of the Engineering Department

NOT FOR PROFIT STATUS

An IRS letter of Not-For-Profit status must be submitted with you application.

INSURANCE:

A certificate of insurance naming the Town of Riverhead as an additional insured must be filed prior to event as follows: Comprehensive General Liability in the amount of \$1,000,000 including liability, bodily injury and property damage. Insurance certificate must specifically say “For use of showmobile” in the description or note section. This is a separate policy solely intended for the use of the showmobile and should not be combined with any other application to the Town or scheduled event.

The application, associated fees, indemnification agreement and insurance certificate must be received complete and correct four weeks prior to the scheduled event to ensure the use of the showmobile. Incorrect or nonexistent applications, fees, indemnification agreements and insurance certificates, proof of Not for Profit and Chapter 90 permit will result in the cancellation of the use of the showmobile. No exceptions.

SHOWMOBILE SPECIFICATIONS

Travel Mode (Closed)	Open Performance Configuration
Length: 32’8”	Stage Floor: 28’ x 6’6”
Width: 8’5”	Hydraulic Stage: 24’ x 8’
Height: 13’	

It is advised that the applicant contact the Engineering Department at 727-3200, Ext. 201 one week prior to event to confirm date.

NOTE: USE OF THE SHOWMOBILE FOR FUNCTIONS AND EVENTS MAY BE CANCELLED BY THE TOWN UP TO THIRTY (30) DAYS PRIOR TO THE SCHEDULED EVENT TO ACCOMMODATE FUNCTIONS WITHIN THE TOWN OF RIVERHEAD.