



The City of Waterbury

Connecticut

Department of Public Works

Bureau of Parks and Golf Courses

Limited Use Application and Agreement

Fulton Park Warming Hut

438 Cooke Street, Waterbury CT

Directions for Completing Application

- Review the **Fulton Park Warming Hut Guide (Section E)** for complete details on reservations, fees and guidelines
- Contact Park Office by phone (203) 574-6793 for information on facility availability
- Complete the Limited Use Application and Agreement and return signed to: Park Office, 185 South Main St, 1st Floor
- You will be notified of approval by email within 2-3 business days and invoiced for your event
- Full payment of fees, deposits and proof of insurance (if required) due within 10 business days of notification
- When making payment, the applicant should submit two separate checks, each payable to the City of Waterbury:
 - 1) One check for the \$100 security deposit; and 2) One check for the determined hourly fees.

A. Name/Group/Organization: _____

Date Requested: _____ Start time: _____ End Time: _____

**Times must include event set-up time and clean-up. Set-up time begins at the agreed time of usage.*

Requested By (Contact Person):

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

B. Facility Needs Information

1. Brief Description of Event:

2. Number of Guests: _____ (See maximum seated and standing attendance in Part C)

3. Number of Tables and Chairs requested:

Rectangular Tables with Chairs (seats 8): _____

Rectangular tables with no chairs _____

Round Tables with Chairs: (seats 8) _____

Round tables with no chairs _____

Extra Chairs (no tables) _____

4. Any specific arrangement of tables? _____

5. Other needs? (Electrical, power point presentations etc.) _____

6. Are you interested in having the fireplace in operation during your event? Yes No

* If so, wood must be procured and a staff person must arrive early to start the fire and be inside the facility operating the fireplace throughout the event. Only city staff can operate the fireplace.

7. Are you planning on using the exterior of the facility for any purpose (Front of building for a small table set up; outdoor tent, etc.?) Yes No If so, please explain:

8. Will alcohol be served? Yes No If so, is there a charge for the event? _____

* If alcohol will be served, the user is required to obtain City insurance (See part D). In addition, the user is responsible for learning about and obtaining all applicable permits. Alcoholic beverages are not allowed on park properties without the proper permit(s) and insurance.

C. Facility Usage Fees; Minimum Hours; and, Security Deposit

1. Facility Usage Fees: Fees are based on a per-hour rate and events have a minimum number of hours. Rooms cannot be rented for a lesser number of hours. When calculating hours of usage, please be sure to include set up and clean-up times. For example, if a family party lasts 3 hours and you will need an hour to decorate, set up and lay out food and another hour to clean-up, you should reserve the facility for 5 hours at \$50 per hour.

			Capacity		Equipment			
Main Room and Kitchen	Hourly Fee	Minimum hours	Seated	Standing	Sq. Ft	Chairs	Round Tables	Rectangular Tables
a. Meeting; private/family invitational party; social event	\$50	2 hours		190	1512			
b. Nonprofit Fundraiser Event	\$50	4 hours		190	1512			

2. Security Deposit : \$100

Security deposit will be refunded by the City within 30 days following the event, when City staff have confirmed that no damage has occurred and that the facility is in broom-clean condition. *If the event lasts longer than the hours reserved and paid for in advance, the City will deduct the additional hourly costs from the refund.

3. Fee Calculation:

Combine the total number of hours needed (set-up, event and clean-up); multiply by the per hour rate and add the security deposit. * If event exceeds the time paid for, fees for the additional time used will be deducted from the security deposit. City will assess fees and deposit upon approval of application.

D. Insurance Requirements

1. If alcohol is served on the premises the following insurance is required by the City of Waterbury:

User shall agree to maintain in force at all times during the Event the following minimum coverages and shall name the City Waterbury as Additional Insured on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation and be written on an Occurrence basis. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/ Completed Operations Aggregate	\$2,000,000
Liquor Liability		\$1,000,000
		\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

2. Depending upon the intended use of the facility, the City of Waterbury reserves the right to require the user to provide a Certificate of General Liability Insurance coverage at \$1,000,000 per occurrence and \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate and naming the City of Waterbury as an additional insured. The insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s rating of A- VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

**E. City of Waterbury
Bureau of Parks and Golf Courses
Fulton Park Warming Hut Usage Guide: Application Process, Rules and Regulations**

The City of Waterbury thanks you for considering the Fulton Park Warming Hut for your meeting or special event. This guide is designed to assist you in making a reservation / application and understanding the rules and regulations for usage of the Warming Hut. The City of Waterbury Bureau of Parks and Golf Courses allows the limited use of the Warming Hut to individuals, organizations and groups. Usage requests and applications fall under the general supervision of the Supervisor of Parks and Golf Courses and the Board of Parks Commissioners. The Supervisor and other staff, as directed, will be responsible for taking applications, confirming the appropriateness of proposed use, verifying availability, determining and collecting fees, and issuing security deposit refunds.

Reservation/ Application Process

- Reservations are accepted up to one year in advance, and on a space-availability basis. The Warming Hut is available for usage from 9 a.m. - 11:00 p.m. Monday-Sunday. The facility is not available on City-observed holidays.
- Reservations are processed on a first-come, first-serve basis. Those wishing to reserve the Warming Hut should complete the process as early as possible in order to secure the desired date. Specific information on available dates can be obtained by calling (203) 574-6793.
- Those wishing to reserve the Warming Hut must complete the “Limited Use Application and Agreement” and submit it to the Park Office. Once received, the application will be reviewed by City staff who will verify availability, confirm appropriateness of the event, review fees and determine whether insurance is needed.

- The City will notify the applicant by email and phone within 2-3 business days of acceptance of the application form and confirm the exact total fees and deposits and whether insurance is required. Following notification, the City will hold the reservation *temporarily for 10 business days* pending payment of all fees and deposits and receipt of any required proof of insurance. ***The requested date is not fully secured until full payment of all rental fees and security deposit is received as well as proof of insurance (if required). Payment must be made by check or money order to “City of Waterbury.” The applicant should submit two separate checks to the City: 1) One check for \$100 security deposit; and 2) One check for the determined hourly fees .***
- The City of Waterbury reserves the right to require the user to provide a Certificate of General Liability Insurance. If alcohol is served on the premises user will be ***required*** to provide a Certificate of General Liability, Liquor Liability and Excess Liability (See insurance details below). The user is also required to obtain all applicable usage and alcohol-related permits required by the City and State of Connecticut. If an event is booked as a non-alcohol event and improperly serves alcohol, usage will be promptly terminated and all security deposits surrendered.
- At minimum, applications, full payment and documentation must be received 2 weeks in advance so that the City staff can arrange staffing.
- All bookings are based on a minimum of two (2) hours for meeting and private, family, social events; four (4) hours for fund-raising events. Beyond the minimum hours required, fees are set on the hourly rate noted in the application. ***Event set-up and clean-up time must be included when hourly fees are calculated. Doors will open at the time indicated on the application.***

Cancellation, Refunds and Rescheduling Process

- If the user should cancel the event, a full refund will be made up to a week in advance of the event. Cancellations of an event less than 7 days in advance will result in forfeiture of 50% of facility usage fees.
- If the event lasts longer than the times approved on the application, fees for additional use will be deducted from the security deposit. If the event ends before the designated time on the application, fees will not be reimbursed/pro-rated.
- The City of Waterbury will make every effort to open a facility when scheduled. However, if severe inclement weather or other local/state/national emergencies prohibit the opening of a facility, the user will be notified as soon as possible and will be provided the opportunity to reschedule to another available date or have the usage fees and deposits refunded in full. The City assumes no financial or other obligations to the user as a result of any cancellations.
- The City of Waterbury will refund the applicant’s \$100 security deposit within 30 days of the event if, in the estimation of City staff, no damage to the facility has occurred and the facility/area is in reasonable clean condition. The user (applicant) is responsible for cleaning the facility. This includes the removal of decorations; the clearing of tables; the wiping of kitchen counters, the wiping of all tables and chairs (soiled or damaged chairs will be cleaned or replaced at the applicant’s expense), general floor sweeping and bagging of all trash. The City will provide disinfectant spray. No mopping of floors is required. ***Tables and chairs must be left in place for folding and storage by City staff.*** The applicant is not allowed to move tables or chairs across the floors.

User Responsibilities and Requirements

- User should arrive at scheduled time on application. Set-up begins at the agreed upon start time in the application. Early delivery of supplies is not permitted.
- The designated point of contact person must be on-site at all times during the event.

- The user is responsible for general supervision and control over all activities and people to prevent injury or damage.
- The applicant is strictly prohibited from use /operation of the fireplace. The fireplace can be operated during an event, but only if prior arrangements have been made with the City. ***City staff may operate fireplace and supervise its use for a fee and will be on-site at all times.*** No space heaters or portable barbecues are allowed within the building. Use of an outdoor grill requires City permission.
- During the event, all rear doors must remain shut for security reasons. They may not be propped open. Side and front doors may remain open for ventilation purposes. Windows do not open.
- No stapling, taping, nailing or adhering of items or decorations to walls and windows are allowed inside or outside of the building. Painting parties and use of glitter is also prohibited. No use of ladders or lifts of any kind is allowed within the building, and no decorations, lighting, or materials can be hung from the ceiling/rafters. Stringing of electrical lights is prohibited.
- If additional electricity is needed for setup of equipment, the applicant should make special arrangements with the City in advance. The City will provide a minimum number of extension cords for public use, but must be informed of electrical needs.
- Smoking is prohibited inside the building. Fog machines are not allowed
- Music is allowed, but must be kept at reasonable level.
- Tables/chairs or other furniture cannot be brought from home. City tables from inside cannot be brought outdoors without permission of the City. Tablecloths must be provided by user or caterer.
- No moving/dragging of equipment across the floors is permitted. If equipment is needed (music equipment, heavy boxes, etc.), the City staff must be notified and be on hand when equipment is set up.
- The kitchen has a refrigerator, microwave, serving counter and prep sinks. No cooking is allowed in the kitchen. There are no stoves/ovens. ***If the user plans on serving food not prepared by a licensed caterer, then the user must fill out a City of Waterbury food permit application (no charge) and submit to the Department of Health.***
- ***At the end of the event, tables and chairs must be left in place for folding and storage by City staff.*** The applicant is not allowed to move tables or chairs across the floors.
- The user is responsible for cleaning the facility. This includes the removal of decorations, the clearing of tables' the wiping of kitchen counters, the wiping of all tables and chairs (soiled/damaged chairs will be cleaned or replaced at the user's expense), floor sweeping, and bagging of all trash. The City will provide disinfectant spray. No mopping of floors is required. Tables and chairs must be left in place for folding and storage by City staff.
- This facility is located within a public park and the outside is subject to events, programs, projects. ***No vehicles are allowed inside park. All parking is on Cooke Street.***
- The City shall not be responsible for any personal property lost, misplaced or left behind.
- Pets, with the exception of service dogs, are not allowed within the facility.
- No person shall use obscene, loud or violent language while on City of Waterbury property, nor shall conduct themselves in a disorderly or obscene manner.

Liability/Insurance

- Depending upon the intended use of the facility, the City of Waterbury reserves the right to require the user to provide a Certificate of General Liability Insurance coverage at \$1,000,000 per occurrence and \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate and naming the City of Waterbury as an additional insured. The insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s rating of A- VIII. In addition, all Carriers are subject to approval by the City of Waterbury.
- If alcohol is served on the premises the following insurance is required by the City of Waterbury

User shall agree to maintain in force at all times during the Event the following minimum coverages and shall name the City Waterbury as Additional Insured on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation and be written on an Occurrence basis. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“VIII.” In addition, all Carriers are subject to approval by the City of Waterbury.

(Minimum Limits)		
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		\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

F. Acknowledgements:

1. The City of Waterbury Parks Division can cancel your event at any time if you fail or refuse to comply with all Park Use Rules and Regulations, state or local laws, ordinances, and/or for safety reasons alone. Applicant hereby acknowledges receipt of a copy of the Fulton Park Warming Hut Usage Guide : Application Process, Rules and Regulations and agrees to abide by them.
2. Your planned event is NOT a City of Waterbury sponsored, organized, or operated activity, and you are fully responsible for the lawful, safe, and orderly operation of your event, or activity. These are your responsibilities.
3. The Applicant/Signer/Responsible Party, (hereinafter the “Applicant”), is a duly authorized representative of the Group/Organization sponsoring this event, and will be present for the entire event at the Park location.
4. By signing this Application, the Applicant, hereby Agrees to be lawfully bound to fully comply with all of the terms, conditions and responsibilities contained herein.
5. The Applicant/Sponsoring Organization shall indemnify and hold harmless the City of Waterbury, and all of its boards, commissions, Departments, and employees, from any and all claims for personal injury, property damage, costs, or expenses, arising from, caused by, or in any way connected to you or your participant’s use, presence, acts, commissions, or omissions, within or upon the City of Waterbury Park, Facility, Equipment, or Location where your event takes place.
6. All Park Usage Events shall be subject to monitoring and enforcement of all Park Rules and Regulations by the Waterbury Police Department. Strict compliance shall be enforced.
7. **There are no vehicles allowed in the Park. Parking is available on Cooke Street.**
8. The Applicant shall also be required to obtain any and all licenses, permits, or authorizations, as required by state or local laws, rules, or ordinances, for the safe, secure, and lawful operation of this event.

