



**Battery Park City Authority**  
**Community Room at the Regatta**  
**USE POLICIES AND PROCEDURES FOR**  
**THE HUGH L. CAREY BATTERY PARK CITY AUTHORITY**  
**COMMUNITY ROOM AT THE REGATTA- MEETING & PARTY PERMIT APPLICATION**

**21 West Thames St. NY, NY 212-417-2000**  
(Please check appropriate box below)

MEETING PERMIT ☐

PARTY PERMIT ☐

1. **GENERAL USES:**

Subject to the issuance of a written permit by the Hugh L. Carey Battery Park City Authority ("HLCBPCA") and compliance with these policies and procedures, the HLCBPCA Community Room at The Regatta Condominium may be used free of charge, for the purpose of general meeting and functions by (a) community-based, non-profit, civic or cultural organizations, (as these organizations are defined in the Not-for-Profit Corporations Law, §201 (See Practice Commentaries). See also IRC 501c (3) "The benefit group is the public or some broad segment of it." Such groups are "Formed with an objective other than the making of money". N-PCL 102 (a) (5) & (10), or (b) for a fee by individuals for the fee set forth in the Permit to which this attached ("Permittees") The permission to use the HLCBPCA Community Room shall be granted at the sole discretion of HLCBPCA. However, if any Permittee proposes activities that involve extra maintenance or security costs, HLCBPCA reserves the right to require a fee to defray those costs. The following policies and procedures shall govern all use of the space:

Meetings and functions will be booked by HLCBPCA on a first-come, first-serve basis. Priority will be granted to meetings and activities sponsored by BPCA and Battery Park City Parks Conservancy.

Attendance at any meeting/function may not exceed 75 persons.

Smoking shall not be permitted in the HLCBPCA Community Room, the kitchen facilities, the restrooms, or any of HLCBPCA's other facilities at The Regatta Condominium.

No consumption of alcohol or illegal substances, including controlled or other pharmaceutical substances used in a manner not prescribed by a physician, shall be permitted.

No consumption of alcohol or of any illegal substances, including controlled or other pharmaceutical substances used in a manner not prescribed by a physician, shall be permitted in the HLCBPCA Community Room, the kitchen facilities, the restrooms, or any of HLCBPCA 's other facilities at The Regatta Condominium.

Entrance for all functions must be through the door on West Thames Street, which is the entrance to HLCBPCA's space at The Regatta Condominium. No access to any other portion of The Regatta Condominium is permitted.

Use of the HLCBPCA Community Room at The Regatta Condominium is restricted to the HLCBPCA Community Room, or the restroom.

The Permittee understands that HLCBPCA makes no representations or warranties regarding the condition of

the premises, and Permittee accepts the use of the premises in an "as is" condition. Permittee assumes the risk for any and all injuries to persons attending the permitted event.

2. MAINTENANCE:

No use of full kitchen facilities is permitted.

Permittees will be responsible for arranging and rearranging seats and tables and for returning such furniture to its prior configuration before vacating the space.

Permittees are responsible for placing all trash in the bags provided, and for placing such trash in the garbage container located in the HLCBPCA Community Room.

3. CATERING:

Caterers must provide evidence of insurance in form and substance acceptable to HLCBPCA and Battery Park City Parks Conservancy in the sole discretion of HLCBPC and/or Battery Parks City Parks Conservancy.

No food shall be cooked in the HLCBPCA's kitchen facilities.

4. OTHER RESTRICTIONS:

At the request of HLCBPCA, anyone exhibiting disorderly conduct or violating the terms of the Permit or these Use Policies and Procedures will be required to leave the premises.

Permittees may not charge their members and guests a fee for activities held on the premises.

No amplified sound system of any type is permitted in the premises. No disk jockeys ("DJs") will be permitted to work at any permitted event.

No alcohol shall be served in the premises.

No person shall be discriminated against in use of the premises on account of race, creed, color place of national origin, religion, sex, age, disability, sexual orientation or marital status.

5. WHAT HLCBPCA WILL PROVIDE:

HLCBPCA shall provide the Community Room facilities, consisting of the meeting room, access to and use of bathroom facilities, \_\_\_\_\_ **chairs**, \_\_\_\_\_ **tables**, and the use of the HLCBPCA's kitchen for the purpose of heating and/or cooling food prior to serving it. No food may be prepared or cooked at HLCBPCA.

6. REQUIREMENTS

Permittee will be required to provide satisfactory proof of residence in Battery Park City before a permit will be issued.

Permittee will be required to provide, at minimum, the following ratio of parental supervision for all children's activities: a minimum of one adult for every two (2) children under the age of nine years old, and one adult for every five (5) children over the age of ten.

THIS COMMUNITY ROOM USE PERMIT, dated as of the \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ between the Hugh L. Carey Battery Park City Authority ("HLCBPCA"), a public benefit corporation of the State of New York, with offices at One World Financial Center, 24th Floor, New York, New York 10281 and \_\_\_\_\_, (Permittee"), having an address at:

Phone No: \_\_\_\_\_

In consideration of the payment by Permittee of the amount set forth in Paragraph 8 hereof, BPCA does hereby grant permission to Permittee to use and occupy the Community Room of HLCBPCA's ("the premises") at 21 South End Avenue, New York, New York 10280 during the hours of: \_\_\_\_\_ and \_\_\_\_\_ on the following date (s) \_\_\_\_\_ (the "Permit Period") solely for the following purpose(s) (the Permitted Use"):

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1. MAINTENANCE; COMPLIANCE

Permittee shall maintain the Community Room in good, clean and safe condition, and shall comply with each and every provision and requirement of the Use Policies and Procedures attached to this Permit. Permittee shall, at its sole cost and expense and to the satisfaction of HLCBPCA, repair any damage caused to any real or personal property at the Community Room which occurred during the Permit Period.

2. IMPROVEMENTS

Permittee may not improve, install any fixtures or make any alterations, to the Community Room.

3. SITE CONDITION; NO REPRESENTATIONS BY HLCBPCA

Permittee has physically inspected the Community Room and accepts the Community Room "as is" and acknowledges that no representations or warranties, express or implied, have been made by or on behalf of HLCBPCA with respect to the Community Room or the physical condition thereof. Permittee, on behalf of itself and all persons, whether agents, employees, invitees or members of the public, assumes all risks of injury to persons or damage to property which may result from Permittee's use of the Community Room, to the extent permitted by law, whether such use is in compliance with this Permit or otherwise and waives, releases and discharges the State of New York, HLCBPCA and Battery Park City Parks Conservancy Corporation ("Parks Conservancy") and their respective members, directors, officers, employees and agents from any and all claims which may accrue to Permittee, arising directly or indirectly out of, or in connection with, such use of the Community Room.

4. DISCRIMINATION

Permittee shall ensure that no person shall be discriminated against in the use of the Community Room on account of race, creed, color, place of national origin, religion, sex, age, disability, sexual orientation or marital status.

5. TERMINATION

HLCBPCA shall have the right to terminate this Permit at any time, at will, orally or in writing, whether for breach by Permittee of its obligations hereunder or not. HLCBPCA exercise of its right to terminate this Permit shall not limit in any way HLCBPCA's right to bring an action against Permittee for damages arising out of Permittee's use hereunder and or to pursue any other remedies it may have against Permittee, including HLCBPCA's retention of Permittee's Security Deposit.

6. HLCBPCA's RIGHTS OF ACCESS AND SUSPENSION

HLCBPCA retains the right to enter upon the Community Room at any time during the Permit Period. At the direction of HLCBPCA, which may be made orally, Permittee shall halt or suspend any and all activities of Permittee at Battery Park City, without liability on the part of HLCBPCA, if in HLCBPCA's sole opinion any such activity does not constitute a Permitted Use, or is not being conducted solely within the Community Room, or may cause a dangerous or unsafe condition, or is conducted in a manner which unreasonably interferes with, annoys or disturbs others in the use and enjoyment of the Community Room or is not otherwise being conducted in accordance with this Permit.

7. SECURITY DEPOSIT PERFORMANCE OF PERMITTEE'S OBLIGATIONS

(a) Upon its execution of this Permit, Permittee shall deliver to HLCBPCA (2) certified checks the first in the amount of \$200.00 (the "User fee"), and the second in the amount of \$200.00 (the "Security Deposit"), payable to HLCBPCA, as security for the performance by Permittee of all its obligations under this Permit.

(b) In the event Permittee fails to timely perform any of its obligations hereunder, HLCBPCA may elect, but shall have no obligation, to perform such obligations for Permittee, at Permittee's sole cost and expense. Any cost or expense incurred by HLCBPCA in connection with such performance by HLCBPCA on Permittee's behalf shall be paid by Permittee upon demand by HLCBPCA. If Permittee fails to pay such amount, HLCBPCA shall be reimbursed, in part, by applying all or any part of the Security Deposit against such cost of expense. Notwithstanding such performance or application of the Security Deposit by HLCBPCA, Permittee shall continue to remain fully liable for failure to comply with its obligations hereunder.

(c) If Permittee fulfills all of its obligations under this Permit, the Security Deposit shall be returned to Permittee after the Permit Period.

8. INDEMNITY

To the extent permitted by law, Permittee hereby agrees to defend, indemnify and hold harmless the State of New York, HLCBPCA, and Parks Conservancy, and their respective members, directors, officers, employees and agents, collectively (the "Indemnitees") from and against all actions, suits, claims, demands, causes of actions, and proceedings, whenever and by whomsoever asserted (the "Claims"), and to reimburse the Indemnitees for all damages, losses, costs, fees, charges, and expenses whatsoever (including, without limitation, attorneys' fees and disbursements, the foregoing being collectively referred to herein as the "Liability"), in any way arising out of, or related to, Permittee's use of the Community Room, regardless of whether the Claims and/or the Liability arose by reason of, or were contributed to by, the negligence of any of the Indemnitees. The obligations of Permittee hereunder shall not be affected in any way by the absence or inadequacy of insurance under any insurance policies, whether carried pursuant to this Permit or otherwise. The provisions of the foregoing indemnity shall survive the expiration or earlier termination of this Permit and the Permit Period.

9. SIGNS AND POSTERS

No signs, posters, banners or similar devices shall be erected, displayed or maintained by Permittee outside of, or on the exterior windows of, the Community Room without the prior written approval of HLCBPCA, and any not so approved may be removed by HLCBPCA at the expense of Permittee.

10. COMPLIANCE WITH LAW AND REGULATIONS

Permittee's use of the Community Room shall be in accordance with all applicable law and any revised or additional Policies and Procedures governing the Community Room which may be promulgated by HLCBPCA.

11. MISCELLANEOUS

(a) This Permit shall not be construed as in any way granting Permittee any interest in the Community Room. It is intended by the parties that this Permit merely grants Permittee a limited right to enter upon the Community Room in accordance with the terms hereof.

(b) This Permit and the rights of Permittee hereunder may not be assigned or otherwise transferred.

(c) This Permit and the attached "Use Policies and Procedures" sets forth the entire agreement between HLCBPCA and Permittee, and Permittee is not relying upon any statement or representation by HLCBPCA or Parks Conservancy not set forth herein. Except as provided herein, this Permit may not be modified unless in writing and signed by HLCBPCA and the Permittee.

(d) Permittee shall not seek or obtain any judgment for damages against any of the Indemnitees, and Permittee's sole remedy in the event of a default hereunder by HLCBPCA shall be to compel the return by HLCBPCA of the Security Deposit paid hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed and delivered as of the date first above written.

PERMITEE

Hugh L. Carey Battery Park City Authority

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

(Permit Holder)

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

(Authorized Officer) - BPCA

Revised 11/14