

**TOWN OF ELBRIDGE PARKS AND RECREATION DEPARTMENT
PAVILION and COMMUNITY CENTER RESERVATION APPLICATION**

Send completed form to: Town of Elbridge, attn.: rentals, PO Box 568, Jordan, NY 13080

DATE OF RESERVATION: _____ APPROXIMATE NUMBER IN GROUP: _____

PARK OR PAVILION RESERVED:

_____ Seymour Loft Park
FEE: \$75.00

_____ Elbridge Community Center
FEE: \$100 Pavilion
\$170 Community Room
\$125 Lion's Den

Non-Town of Elbridge residents please add \$25 per reservation

****PLEASE NOTE**NO GROUPS ARE ALLOWED ACCESS TO PICNIC FACILITIES BEFORE 10:00AM.
PARK CLOSSES AT DUSK**

ARRIVAL TIME: _____ DEPARTURE TIME: _____

NAME OF GROUP/RESPONSIBLE PERSON

ADDRESS: _____ PHONE: _____

TOWN OF ELBRIDGE RESIDENT? YES / NO

(RESPONSIBLE PERSON MUST BE ON SITE DURING TIME LISTED ABOVE)

ACTIVITY PLANNED: **PICNIC REUNION WEDDING/RECEPTION PARTY OTHER:**

WILL YOU BE HAVING A BAND OR DJ? YES / NO

NAME: _____
ADDRESS: _____ PHONE: _____

WILL THIS ACTIVITY HAVE A CATERER? YES / NO

NAME: _____
ADDRESS: _____ PHONE: _____

BASEBALL FIELD NUMBER: _____ TIMES: _____ (2 HOURS ALLOWED)

WILL THERE BE ALCOHOLIC BEVERAGES: YES / NO (SEE GUIDELINES)

A **DAMAGE DEPOSIT** in the amount of **\$50.00** (payable by check only) is required for each reservation. If there are charges against your damage deposit, you will be notified by telephone, your check will be deposited, you will be provided with an itemized list of damages and billed for any balance due. If there are no charges, you are welcome to pick up your deposit two business days after your reserved date.

I hereby acknowledge that I have read, understand and agree to comply with the enclosed terms and conditions. I further verify that I am 21 years of age or older and assume responsibility for the actions of the above group. I understand the Town of Elbridge is providing the above listed group with use of the designated picnic shelter so long as park policies are obeyed.

GROUP / RESPONSIBLE PERSON SIGNATURE

PARK REPRESENTATIVE'S SIGNATURE

DATE: _____

DATE: _____

OFFICE USE ONLY

\$50.00 DAMAGE DEPOSIT CK# _____ RENTAL FEE CK# _____ DATE PAID _____

COMPLIANCE & INDEMNIFICATION AGREEMENT FILED? YES / NO _____
REST ROOM KEY # _____ RESPONSIBLE PERSON SIGNATURE _____
DATE _____ CLERK _____

DAMAGE DEPOSIT CHECK LIST

This is the form that the Park Attendant on duty will complete at your "Check Out". It will then be given to the Parks & Recreation Department staff, and used to ascertain applicable charges, if any.

- * Was all trash taken off property, tables, ground free from debris? YES _____
NO _____
- * If the group rearranged any tables, did they move them back? YES _____
NO _____
- * Were any coals dumped on the ground? YES _____
NO _____
- * Did the group leave any car ruts in the grass? YES _____
NO _____
- * Were the picnic tables cleaned of all debris, spills, etc.? YES _____
NO _____
- * If the group put up signs, were they taken down? YES _____
NO _____

Did the group leave the park by closing time? YES _____ NO _____

If NO, what time did they vacate? _____

Any other problems, comments, etc.:

Park Attendant's Signature

Responsible Person's Signature

FEES

LATE FEE: If a group leaves after the park's designated closing time, they will be charged **\$20.00 per hour** against their Damage Deposit, regardless of whether it is 5 minutes or 55 minutes (Caterer Included).

CLEAN UP / DAMAGE FEE: A **\$25.00** per hour clean-up charge will be assessed against the Damage Deposit if a group leaves trash on tables or ground, moves or rearranges picnic tables and does not move them back to their original positions, dumps coals on the ground, drives a vehicle on the grass and leaves a rut(s), etc. If something is **damaged**, the group will be charged the replacement/repair cost.

*****OFFICE USE ONLY*****

**DAMAGE DEPOSIT
RETURNED** _____

**REST ROOM KEY #
RETURNED** _____

CHARGES (IF ANY)

TOWN OF ELBRIDGE REPRESENTATIVE: _____

COMPLIANCE AND IDEMNIFICATION AGREEMENT

Date: _____

Parties: _____ ("Responsible Person", also referred to as "me", "I", or "my")

Address: _____

City, State, Zip: _____

TOWN OF ELBRIDGE (hereto referred to as "Town")
5 Rte 31, PO Box 568, Jordan, New York 13030

I acknowledge that I am the designated "Responsible Person" for the Group named in the attached Town of Elbridge Parks and Recreation Department Pavilion and Community Center Reservation application. In consideration of the Town's permission for my Group to use the Town facilities, I agree to the following terms and conditions:

1. I have read the attached Town of Elbridge Parks and Recreation Department Pavilion and Community Center Reservation application as well as the Town of Elbridge Park Rules and the Town of Elbridge Damage Deposit Fees included within, I agree that all such terms and conditions apply to the use of the Town Park by my Group, and that my Group will abide by all such rules.
2. I agree to assume full responsibility for the conduct of all persons in my group upon Town property during my Group's use of the Park facilities. I acknowledge that the Town is not a sponsor, organizer or supervisor of my Group's event and that the Town is merely granting a license for the use of its Park facilities.

[3. No alcohol shall be permitted at the Elbridge Community Center.] BOARD MUST DECIDE THIS ISSUE.

4. Alcohol is not prohibited at the Seymour Loft Park. However, I am aware that New York State Law prohibits the serving of alcohol to anyone under the age of 21. I agree to be responsible

for ensuring compliance with this law during my Group's use of the Park's facilities. I also agree to monitor the event and ensure that no alcohol is consumed by a visibly intoxicated person, nor by anyone who will be driving a motor vehicle following my Group's event.

5. I further agree that the "Alcohol Beverage Limitations" listed on the Town of Elbridge Park Rules are merely the maximum amounts of alcoholic beverages allowed on the Park premises during my Group's event. I acknowledge that these limits are not to be construed as endorsing the consumption of alcohol, nor in any way to suggest a 'safe' level of consumption for any group or individual, nor to suggest that there is any 'safe' level of alcohol consumption.

6. I agree to fully hold harmless and indemnify 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 unlawful, tortuous and/or dangerous act or omission by any member of my party (other than Town officers or agents), upon the Town Park property during my group's event, and/or arising out of or occurring in connection with any violation of the terms of this Agreement (including the terms and conditions in the documents included hereto) and/or arising out of or occurring in connection with the consumption of alcohol by any member of my party upon the Town's property as a result of my Group's event.

7. I shall, at my 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 its officers, agents or employees may be impleaded with others upon any such claim referred to in the preceding paragraph. In the event of my failure to so defend the Town of Elbridge, at its option, may at my cost and expense and upon prior written notice to me, defend any and all such actions or suits. I shall satisfy, pay and discharge any/all judgments that may be recovered against the Town or any of its officers, agents or employees in any such suit or action which may be brought against the Town, its officers, agents or employees or in which the Town or any of its officers, agents or employees may be impleaded with others based upon any such claim. I shall pay the reasonable costs of any such defense of any such claim including, but not limited to, the Town's attorney's fees. My obligations hereunder shall not be deemed waived, limited or discharged by the procurement of any insurance for liability or damages of the type described herein.

8. I acknowledge that I received the following documents, included with the Reservation Application:

- 1. Town of Elbridge Park Rules
- 2. Damage Deposit Checklist
- 3. Compliance and Indemnification Agreement

I hereby acknowledge and agree that the Town of Elbridge, as managers of the premises, has no duty to keep the premises safe for entry used by myself, our group and all other lawful invitees for recreational purposes of any kind whatsoever and further agree, that the Town of Elbridge does not extend any assurance that the premises are safe for any given purpose and has no duty of care; and that I and our group and their lawful invitees assume responsibility and assume dangers associated with the activities in which we are going to engage and assume the risks thereof, and assume responsibility for any liability for injury to person or property of persons to whom permission is granted and that this agreement shall not be limited to the activities prescribed in Section 9-103 of the General Obligations Law of the State of New York.

GROUP/RESPONSIBLE PERSON:

_____ (Print or Type Name)

_____ (Signature)

TOWN OF ELBRIDGE:

_____ (Print or Type Name)

_____ (Signature)