

# EAST SIDE REC PAVILION/FIELD HOUSE RENTAL AGREEMENT

Name: \_\_\_\_\_  
If Birthday Party, Special Event, Name and age of the Person of the Party is for (optional): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Event Description: \_\_\_\_\_

Time of Arrival: \_\_\_\_\_ Departure: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

	Event Date	
_____ East Side Rec Pavilion	_____ from _____	to _____
_____ East Side Rec Field House	_____ from _____	to _____

Proof Residency: Is the Applicant a Resident in the City of Saratoga Springs:  YES  NO

<u>Pavilion Usage Fees</u>	
City Residents	Non-Residents
\$30/day (max. 6 hrs)	\$50/day (max. 6 hrs)

  

<u>Field House Usage Fees</u>	
City Residents	Non-Residents
\$20/hour (\$75/day)	\$25/hour (\$150/day)

Payment can be made by check or Credit Card.

Rental Fee Check Amount \$ \_\_\_\_\_ Check Number \_\_\_\_\_

*\*Please email request, if making payment by Credit Card, to [recreservations@saratoga-springs.org](mailto:recreservations@saratoga-springs.org), additional fees apply. Payments must be made in advance of usage.*

Returned Check Fees \$ 25.00

Online transaction fees: e-checks 1% or visa/mc/discover at 2.6% rate plus \$0.25 per transaction

## PLEASE RETURN FORMS AND CHECK TO:

Saratoga Springs  
Recreation Department –  
Pavilion Rental  
15 Vanderbilt Avenue  
Saratoga Springs, NY 12866

## PLEASE MAKE ALL CHECKS PAYABLE TO:

Commissioner of Finance

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**Do not fill out below this line – for Official use only.**

Rental Fee: \_\_\_\_\_

Check #'s: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# East Side Rec POLICY & RULES

## RULES OF OPERATION

### East Side Rec Pavilion Is Open from Dawn until Dusk

#### Pavilion Rules

*The following rules apply in addition to the General Park Rules.*

- No alcohol, tobacco products, smoking or vaping allowed on City property
- No guns or weapons allowed on the property
- No pets Allowed
- No grilling
- No glass bottles or containers
- No deep fryers
- No fireworks
- There is no electric available
- Garbage In, Garbage Out. Please provide your own bags.
- Park in designated areas
- The City/School District is not responsible for any unattended or lost equipment/belongings
- Please bring own equipment
- Nothing shall be attached to or hung from the interior or exterior of any building without prior written approval of the City.
- No disturbing noises. Shall not interfere with the rights, comfort, or convenience of others.
- During the school day, the East Side playgrounds are not available.
- Tables must remain under the pavilion.
- Scheduled events hold precedence over unscheduled usage
- Bathrooms are located by the Field House
- No Violent behavior of any kind- ZERO TOLERANCE POLICY
- This is a "PLAY AT YOUR OWN RISK" Facility
- In Case of Emergency – Dial 911

Please email [recreservations@saratoga-springs.org](mailto:recreservations@saratoga-springs.org) or call 518-587-3550 x2300.

## Field House Rules

*The Field House Rules apply indoors at the Field House. See General Park Rules for East Side Park Rules (outside).*

- Act with Respect Always
- Supervise children at all times
- No alcohol, tobacco products, smoking or vaping allowed on City property
- No guns or weapons allowed on the property
- No Pets Allowed
- Backpacks and/or bags are subject to inspection
- Garbage In, Garbage Out. Please provide your own bags.
- No glass bottles or containers
- Appropriate attire is required at all time. This includes wearing a shirt and non-marking soled shoes
- Balloons are prohibited.
- No littering – Children Play Here
- No bouncing balls
- No Lawn chairs in the Field House
- Do not throw balls against the wall
- Activities must end promptly as scheduled – Please leave when asked
- Do not block exits.
- Misuse of the facility (foul language, unsafe or inappropriate behavior, damage of equipment or building) may result in immediate expulsion from the facility without refund
- No Vending or Solicitation without prior City approval
- The City assumes no liability for any personal items stolen or left unattended within or around the premises
- The City reserves the right to remove anyone who fails to follow these rules of conduct. Failure to follow the posted rules may result suspension of facility or field use without refund
- No disturbing noises. Shall not interfere with the rights, comfort, or convenience of others.
- No photography or videoing are allowed in bathrooms
- Groups are responsible for having their own equipment.
- Please clean up after the use of the facility. Please leave in better condition than found.
- Please get permission prior to taking videos or photographs
- No Violent behavior of any kind- ZERO TOLERANCE POLICY
- This is a “PLAY AT YOUR OWN RISK” Facility
- In Case of Emergency – Dial 911

## **User Responsibilities**

- Applicant/Vendor shall be responsible for clean-up of pavilion immediately following the event. The User must leave the Pavilion in the same condition in which it was found. In the event that the City must clean up the Pavilion following the event, the User will be charged accordingly. Please wipe down all tables, chairs, and counters, sweep the floors, throw away all garbage, and put away all chairs and tables. User shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City/School District. The said damages are to be repaired or paid for to the full satisfaction of the City.
- The City does not provide CD players or music. Applicant/Vendor is solely responsible for security. Applicant/Vendor hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold City and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.
- Applicant/Vendor is required to provide fourteen (14) days written notice of any cancellation; otherwise will be responsible for the entire rental. The City reserves the right to cancel this Agreement at any time in event of default or violation by the User of any provision of this Agreement. It is the responsibility of the User to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings. City of Saratoga Springs facilities are usually open, regardless of inclement weather. Payments can be made in the form of check to the “*Commissioner of Finance*” and accompany the Pavilion reservation. Initial Fee shall be paid with signed user agreement before a schedule is accepted.
- Applicant/Vendor shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City and obtained permits as necessary. If approved and the Applicant/Vendor will be providing food or operating a concession stand or any concession, the Applicant/Vendor must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation and a copy must be provided to the Department.
- Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- No vehicle belonging to Applicant/Vendor shall be parked in any area except those specifically designated for parking. Arrangements for unloading and loading any belongings or materials brought into the City grounds shall be made, along with any “Special Parking” needs, by the Facilities Manager. No vehicle shall be operated other than on established roads and driveways.
- City/School reserves the right to reschedule Applicant/Vendor time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Applicant/Vendor for any reason refuses to accept such rescheduling, all monies paid by Applicant/Vendor shall be refunded.
- Please note the Splash Pads, Fields, and playgrounds are open to the public and will not be exclusive to the Applicant/Vendor’s rental.
- In the event the Applicant/Vendor is using the concession stand (Field House), the Applicant/Vendor shall abide by all posted rules and procedures for usage and cleaning.



## HOLD HARMLESS AGREEMENT

Applicant/Vendor hereby releases and discharges the City of Saratoga Springs (hereafter known as the City), located at 15 Vanderbilt Avenue, Saratoga Springs, NY, & the Saratoga Springs City School District, from any and all claims, causes of action, or liability for any injuries the applicant/vendor may suffer resulting from the applicant/vendor's participation in the City's activities or the use of the City/School District's facilities, whether or not the same arises out of, or results from, any act, omission, or conduct of any of the City/Schools's Parties. It is understood the Applicant/Vendor will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, and NY State Department of Health and they shall be liable for all damages from the activities. The Applicant/Vendor must provide an adult representative on-site during the entire event and who shall be responsible for each activity scheduled. In the event an incident occurs it is the Applicant/Vendor's responsibility to notify the Recreation Department IMMEDIATELY.

### Section I. Assumption of Risk, Release, and Waiver of Liability; Indemnity concluded:

The Applicant/Vendor assumes all risks in the performance of all its activities authorized by this Agreement. Applicant/Vendor shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee. The Applicant/Vendor hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Applicant/Vendor shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Applicant/Vendor's responsibility under this section shall not be limited to the required or available insurance coverage.

It is understood that the organization or person in charge of the activity will adhere to all rules, regulations and requirements of the City of Saratoga Springs and the Saratoga Springs City School District and shall be liable for any and all damage from the activity. I am authorized to sign on behalf of the organization. My signature hereon indicates that I have read the City's Policy & Rules and agree to abide by them.

Applicant/Vendor: \_\_\_\_\_  
(Please print name)

Organization (if applicable): \_\_\_\_\_  
(Please print name)

Applicant/Vendor Signature: \_\_\_\_\_  
(Authorized to sign for the above)

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