



## REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS RECREATION CENTER

**Instructions:** Contact the Recreation Department for available facilities and dates. Complete and sign this form and submit the following to the Recreation Department.

- Provide Proof of Residency
- Submit schedule request in writing Provide Certificate of Insurance
- Make check payable to "Commissioner of Finance"
- If Requesting a Tournament, Licensee must complete Tournament Request Form **Attachment C**

This License Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and \_\_\_\_\_ (along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

**Licensee Organization/Group Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Primary Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Proof Residency: Is the Licensee or Organization in the City of Saratoga Springs:  YES  NO**

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of Sections 13 and 14, regarding indemnification and insurance, shall survive the termination of this Revocable License Agreement. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.

- 1. CONDITIONS OF USE:** It is understood that the primary contact has the authority to sign the license agreement on behalf of the Licensee organization/group listed above. It is understood the licensee will abide by all policies and rules of the City of Saratoga Springs, Saratoga Springs Recreation Department, NY State Department of Health and other federal and state regulations as pertinent and shall be liable for all damages for the activities contracted for herein.
- 2. SCHEDULE REQUEST:** Additional information such as schedules must be in writing to the Recreation Department at [recreservations@saratoga-springs.org](mailto:recreservations@saratoga-springs.org). Only those individuals listed below are allowed to request changes to schedules on behalf of the licensee. Schedules must include start and end time. The Licensee must provide a representative on-site during the entire event and who shall be responsible for each activity scheduled and the volunteers, coaches, spectators and participants present. In the event an incident occurs, it will be the Licensee's responsibility to IMMEDIATELY notify emergency services, law enforcement, and/or the Recreation Department.

Purpose and full description of Use: \_\_\_\_\_

Primary Contact: Person's Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Scheduler: Person's Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Billing: Person's Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

List below or attach your requested dates, hours, courts, concession, etc. Specify tournaments, games, practices if possible:

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3. **CANCELLATIONS:** Licensee is required to provide fourteen (14) days written notice of any cancellation; otherwise time shall be billed at the regular rate. For example, a request to cancel ice on the 15<sup>th</sup> of any month must be submitted by the 1<sup>st</sup> of the month. The City reserves the right to cancel this Agreement at any time in event of default or violation by the licensee of any provision of this Agreement. It is the responsibility of the licensee to contact the Recreation Department to see whether the facility will be open. The Recreation Department does not follow the school closings.
4. **TIMES AND DATES:** The licensee shall not use a court prior to their scheduled time and must exit the court at or before their scheduled time. This includes removing all supplies, personal property and equipment from the court. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in fifteen 15 minute increments until the organization is off the premises. If the licensee is the last schedule activity for the day, the group must vacate the premises fifteen (15) minutes after their scheduled time.
5. **VENDOR AND CONCESSIONS SALES:** Licensee 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 Licensee will be providing food or operating a concession stand or any concession, the Licensee 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.
6. **MARKETING:** The City may promote through flyers, social media, website, email, and other forms of marketing outlets the Licensee's programs and organizations with information provided by the Licensee. Licensee shall not hang or attach anything to the interior or exterior of any building, fencing, or gym walls without prior written approval of the Department of Public Works.
7. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City or School property. Additionally all recreation facilities and grounds are tobacco free sites. Violation of these conditions shall be cause for immediate revocation of this License Agreement. If any Licensee member or guest is found to be consuming alcoholic beverages and/or using tobacco products in the locker rooms and/or on the premises, the Recreation Department has the right to suspend use of the facility by Licensee.
8. **PROPERTY DAMAGE AND CLEANLINESS:** The licensee is responsible for leaving the facility and grounds in a reasonably tidy condition including the player benches. The licensee renting the facility shall be responsible for all damages caused to the building, grounds, and equipment belonging to the City. The said damages are to be repaired or paid for to the full satisfaction of the City. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this agreement. A maintenance fee applies if rental requires excessive clean up.
9. **PARKING AND VEHICLE ACCESS:** Parking in the drop area located around the parking lot circle is prohibited. Licensee requiring parking in the circle must do so by contacting the Recreation Department one (1) day in advance.
10. **MAINTENANCE:** The City shall maintain the Rec. Center. Licensee may use the dust broom for periodic maintenance on the gym floor and shall be required to return the broom or any supplies or equipment to the location it was taken from.
11. **PAYMENTS AND RATES:** Fees are determined by the City Council annually and are to be paid under the terms and conditions set forth by the Recreation Department. See **Attachment A** Recreation Department Fees for a list of all Rec Center fees. The City will forward a statement to the Licensee upon approval of scheduled activity for payment and is payable thirty (30) days thereafter unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by licensee, until said statement is paid in full. New Licensees must make their initial payment prior to their first schedule time. ~~The Licensee must make a Two Hundred and Fifty Dollar (\$250) or Four Hundred and Fifty Dollars (\$450) for tournaments or at least a ten percent (10%) deposit with their submitted schedule. Once the monthly permit is approved, the City will forward the permit to the Licensee. The Licensee must pay within thirty (30) days of Permit date. The licensee has thirty (30) day from approved permit date to make any changes. The Licensee will pay in full any approved permits within the thirty (30) days unless otherwise specified in this agreement or specified in the Recreation Department fee schedule. Please note that nonpayment of any fee, cost or change shall result in the immediate termination of this agreement.~~ New Licensees must make their initial payment prior to their first scheduled time. Should payment not be received within thirty (30) days, without special provision being made between the City and licensee, all activities in and around the recreation facilities will cease by Licensee, until said statement is paid in full. Checks should be made payable to Commissioner of Finance should be sent to: Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. No online payments will be accepted without prior written approval, any fees will be charged accordingly.
12. **COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:** The Licensee, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in **Attachment B** of this Agreement.

**13. NYS DOL SEXUAL HARASSMENT REGULATORY REQUIREMENTS:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status.

**14. INDEMNIFICATION:** The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. Licensee 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 Licensee 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 Licensee 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 Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

**15. INSURANCE:** It is understood the Licensee has notified the City of Saratoga Springs and the Licensee's insurance carrier of all activities that will take place during the Licensee's event. The Licensee shall provide the city with a certificate of insurance which states the insurance covers all the events, participants, spectators, coaches, and any other individual attending for the specific purpose or the tournament and activities as outlined in this agreement.

***Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent evidencing Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate including completed products and operations and personal injury liability insurance and One Million Dollars (\$1,000,000) Excess Insurance or the equivalent thereof upon execution of this agreement.***

The Certificate naming the City of Saratoga Springs as Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent shall be addressed to the attention of:

**Recreation Department, City of Saratoga Springs, 15 Vanderbilt Ave, Saratoga Springs, NY 12866.**

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted or licensed to do business in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

**16. SPECIAL CONDITIONS** All posted Rec Center Rules are to be followed by the licensee. Failure to follow the posted rules or the special conditions listed below may result in termination of this agreement and suspension of Rec Center rental.

- a. No domestic animals or pets shall be permitted on City grounds. Service animals shall be allowed in accordance with state and federal regulatory standards.
- b. Appropriate attire is required at all time. This includes wearing a shirt and non-marking soled shoes
- c. No child shall be left unattended at any time without parental and/or guardian supervision.
- d. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees. This includes the use of a public address announcer.
- e. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
- f. Licensor reserves the right to reschedule gym time any time in the event of tournaments, games, special events, and/or for the benefit of the public. If Licensee for any reason refuses to accept such rescheduling, all monies paid by Licensee shall be refunded.
- g. No open flames, balloons, confetti or use of rice shall be allowed on the premises.
- h. Licensee shall respect the space of other facility users. If any Licensee member or guest is found to be disturbing other facility users, i.e. bouncing balls or crowding the court, the Licensee shall cease the activity and may be subject to suspension.
- i. Please note the Spray Fountains and playgrounds are open to the public and will not be exclusive to the Licensee rental.

**17. ADDITIONAL SPECIAL CONDITIONS:** In the event the licensee is using the concession stand, the licensee shall abide by all posted rules and procedures for usage and cleaning. The City shall provide cleaning products and paper towels for the rental. The Licensee shall not use their cleaning supplies on the City's equipment.

**18. CONTACTS:** The Licensee shall use the contacts below.

- a. **Program scheduling and information:** Recreation Department
  - i. Wes Clark [recreservations@saratoga-springs.org](mailto:recreservations@saratoga-springs.org) 518-587-3550 x 2300
  - ii. John Hirliman [john.hirliman@saratoga-springs.org](mailto:john.hirliman@saratoga-springs.org) 518-587-3550 x 2306
- b. **All requests for significant field/facility improvements or changes and complaints:** DPW Deputy
  - i. Joe O'Neill [joe.oneill@saratoga-springs.org](mailto:joe.oneill@saratoga-springs.org) 518-410-6798
- c. **Minor on-site requests:** DPW Crew Supervisor
  - i. Gary Benincasa [gary.benincasa@saratoga-springs.org](mailto:gary.benincasa@saratoga-springs.org) 518-365-8890

NOTE: Reasonable requests will be resolved, if left unresolved please contact the DPW Deputy.
- d. **After Hours- after 5pm M-F, Weekends, and Holidays:**
  - i. Gary Benincasa 518-365-8890
  - ii. Joe O'Neill 518-410-6798
  - iii. John Hirliman 315-529-3405
  - iv. Rec Department [Recreservations@saratoga-springs.org](mailto:Recreservations@saratoga-springs.org)

**19. PANDEMIC OPERATIONS PLAN:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and/or the State of New York.

**20. MUSIC:** The City does not provide CD players or music. Licensee is solely responsible for security and storage. Licensee 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.

This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by "Licensee". The Licensee agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Licensee hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

**DESIGNATED AGENTS:**

**OF LICENSOR: Mayor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OF LICENSEE: Licensee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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**TO BE COMPLETED BY CITY PERSONNEL**

Insurance Attached:    \_\_\_ YES       \_\_\_ NO

Schedule Included:    \_\_\_ YES       \_\_\_ NO

Deposit:               \_\_\_ YES       \_\_\_ NO

If yes: Amount \_\_\_\_\_ Check # \_\_\_\_\_ (write cash if paid in Cash) Batch # \_\_\_\_\_

Fee Charged: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recreation Department Personnel: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment A- Recreation Department Fees**  
**RECREATION DEPARTMENT FEES - 2022: Recreation Center Rentals**

The following fees are the standard fees for facility rental and programs. We reserve the option to raise or reduce prices to meet competition.

The Recreation Center rental fees will be effective July 1, 2022

<b>DESCRIPTION</b>	<b>FEES</b>
<b><u>Junior Court Rental Per Hour</u></b>	
City User Groups	\$ 50.00
Non City User Groups	\$ 60.00
<b><u>Collegiate Court Rental Per Hour</u></b>	
City User Groups	\$ 83.00
Non City User Groups	\$ 93.00
<b><u>Junior Court Lag Rates</u></b>	
Doesn't apply to vacation, holiday, tournaments, games, and/or other rentals requiring City equipment and/or set up/take down	
July 1- Columbus Day and/or	
M-F 8-2:30pm on non School Vacation/Holidays	City User Groups \$ 30.00
	Non City User Groups \$ 40.00
<b><u>Rental Set Up/Take Down Fee-</u></b> per hour / per court as necessary	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires set or take down	
<b><u>Kitchen / Concession Rental Per Hour</u></b>	
City User Groups	\$ 30.00
Non City User Groups	\$ 40.00
*Rental includes Multipurpose room.	
*Max cost \$150 per day or \$200 per day	
<b><u>Multipurpose/Game Room/Racquetball Rental Per Hour</u></b>	
City User Groups	\$ 15.00
Non City User Groups	\$ 20.00
*Max cost \$75 per day or \$150 per day. No max for Racquetball Court	
<b><u>Maintenance Fee Per Hour</u></b>	
City User Groups	\$ 25.00
Non City User Groups	\$ 25.00
*Applies if rental requires excessive clean up	

## Attachment A- Recreation Department Fees

DESCRIPTION	FEES
<b><u>Tournament Fee</u></b>	
4 Junior Courts (Whole Gym), Kitchen, Multipurpose Room, and Game Room	\$ 4,700.00
*Fee includes starting Saturday morning and ending Sunday Evening. Times and days are negotiable.	
*Fee includes scoreboards, player/coach benches and tables	
Non Refundable deposit with reservation form and signed Agreement (deposit deducted from invoice)	\$ 450.00
Overtime Fee per hour- Charged if scheduled more than 14 consecutive hours	\$ 45.00
<i>Final Balance and Insurance are due 30 days prior to event</i>	
<i>All additional required documents must be submitted two weeks prior</i>	
<i>Space will not be held until a signed license agreement has been submitted with your non refundable deposit</i>	
<b><u>Special Events</u></b>	\$ Varies
Craft shows, flea markets, etc...Rate is based on Contractual Agreement	
<b><u>Special Notes:</u></b>	
Reciprocated Rates:	The city will reciprocate a reduced rental rate for organization the city rents from. Such groups included but not limited to: Baseball, softball, adult basketball/volleyball/lacrosse, navy, kickboxing, inline hockey, and Boces.
Daily Fees:	Listed under Recreation Department Fees - 2022: Programs. Includes drop in rates, open gym, & programs
Lag Rates and Multiple Court Rates available upon Request	
In a case of a conflict between user groups, the City of Saratoga Springs Recreation Department schedule will take precedence	
501c3 organizations holding meetings will not be charged for room rentals if space is available.	
Returned Check	\$ 25.00
Late Payment Fees - For payments received more than 30 days after billing date	\$ 25.00
Online transaction fees: e-checks 1% or visa/mc/discover at 2.6% rate plus \$0.25 per transaction	

## Attachment B- Compliance with Federal and State Regulations

### City of Saratoga Springs, New York

During the performance of this contract, the Consultant, Vendor and/or Service Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Licensee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Pandemic Operations Plan:** The Licensee shall be responsible, in addition to adhering to the specifics defined within this agreement, to conduct activities in accordance with the rules, guidelines, procedures, and policies set by the CDC and State of New York in regards to the COVID-19 pandemic. The Licensee is responsible to regularly review CDC and the State of New York guidelines and adhere to any changes provided by either the CDC and/or the State of New York.
2. **Compliance with Regulations:** The Licensee (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
3. **Non-discrimination:** The Licensee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Licensee of the Licensee's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
5. **Information and Reports:** The Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Licensee is in the exclusive possession of another who fails or refuses to furnish the information, the Licensee will so certify to the Recipient, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of a Licensee's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Licensee under the contract until the Licensee complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part
7. **Incorporation of Provisions:** The Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the Recipient may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Licensee may request the United States to enter into the litigation to protect the interests of the United States.

## Attachment B- Continued - Compliance with Federal and State Regulations

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 47123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Licensees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 *et seq.*).



**Attachment C- Tournament Request Form**  
**Saratoga Springs Recreation Department**  
**2022 Tournament/Special Event Request**

Licensee Organization/Group Name:

Name of Event:  Dates of Event:  Sport:

On Site Contract Person:  Cell:

Attendance Expected:  Pre Event Setup & Facility Walk Through:  Date:  Time:

Number of teams expected:

What time do you need the facility opened on **Saturday** and what time anticipated closed? Sat Open  Close:

What time do you need the facility opened on **Sunday** and what time anticipated closed? Sun Open  Close:

*\*To answer questions above users typically request the facility to be opened 1hr prior to first game and closed 1.5 hrs after last game.*

*\*\$45 Overtime fee per hour- Charged if more than 14 consecutive hours in 1 day. The time starts when building is opened to when building is closed.*

How many Courts needed?  Junior Courts *The facility has 4 jr courts. The 4 crts can be converted into 2 collegiate crts.*

If special request or court changes are needed please specify:

**2 Day Tournament/Event Flat Fee**

**Cost:** \$4,700 Flat Fee for weekend \*doesn't include Racquetball Court or OT

**Racquetball Court:** \$150/weekend or \$75/day.

**Fee Includes:** The whole gym and use of kitchen, Multipurpose room, and Game Room starting Saturday and ending Sunday. Scoreboards, player & coaches benches, and tables and chairs

**Overtime Fee:** In the event the rental times extends past 14 consecutive hours in 1 day the renter will be charged a \$45 Overtime fee per hour. The time starts when the building is opened to when building is closed ie last person leaves.

**1 Day Tournament/Event Hourly Rate**

(Do not Complete if doing 2 day event for flat fee)

<b>Gymnasium</b> (start of 1st / end of last games)	Start	<input type="text"/>	End	<input type="text"/>
<b>Multipurpose Room</b> (list time include setup/cleanup)	Star	<input type="text"/>	End	<input type="text"/>
<b>Game Room</b> (list time include setup/cleanup)	Star	<input type="text"/>	End	<input type="text"/>
<b>Kitchen</b> (list time include setup/cleanup)	Star	<input type="text"/>	End	<input type="text"/>
<b>Racquetball Court</b> (list time include setup/cleanup)	Star	<input type="text"/>	End	<input type="text"/>

**Special Requests: (court changes, tables, chairs, banners, etc.)**