



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS REC CENTER EVENT

This License Agreement, dated the ___ day of ___, 2018, 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 Primary Contact Name: _____

Address: _____

Primary Number: _____ E-Mail: _____

If a Birthday Party, Name and Age of Person the party is for (optional): _____

Proof Residency: Is the Licensee a Resident in the City of Saratoga Springs: ___ YES ___ NO
Is the Licensee a Resident in the Saratoga School District: ___ YES ___ NO

CHOOSE OPTION 1 or OPTION 2

Option 1- Birthday Party Package- 2hr parties

Date of Party: _____ Start Time: _____ End Time: _____

Select Party Size: ___ 1- 10 Person Party Package: includes: cake, juice, party attendant, party room, gym (1hr)
\$150 City Resident or \$175 School/Non School Resident

___ 10- 20 Person Party Package: includes: cake, juice, party attendant, party room, gym (1hr)
\$200 City Resident or \$225 School/Non School Resident \$15 for each Additional person

Select options: Cake: ___ Yellow ___ Chocolate ___ Marble Frosting: ___ white ___ Choc. Butter Cream Juice: ___ Apple ___ Grape ___ Orange ___ Water

Select Sport Package: ___ Basketball ___ Football ___ Soccer

Option 2- Single Event Facility Rental (a la carte)

Day/Date of Event: _____ Start Time: _____ End Time: _____ Attendance Expected _____

Multipurpose Room: Times Requested: _____ Total Hours: _____
Per Hour: \$15 City/School Resident or \$20 Non City Resident

(Please include set up & clean up of the room in your requested time, typically 30mins before & after)

Office use only

Gymnasium: Times Requested: _____ Total Hours: _____
Per Hour: \$45 City/School Resident or \$65 Non City Resident

Lag rates per hour: \$25 M-F 8am-2:30pm, non holidays
\$30 March 1 - June 30 non tournament/game/scrimmage
\$25 July 1 - Columbus Day non tournament/game/scrimmage

Needs (tables and Chairs): _____

Financial Information - To Be Completed by Rec Staff

Option 1 Party Packages Charge Code 6REACB Total Due \$ _____

Payment 1 (minimum \$25) \$ _____ Date _____ Check # _____ Batch _____ Balance \$ _____

Payment 2 \$ _____ Date _____ Check # _____ Batch _____ Balance \$ _____

Option 2 (a la carte) Total Due \$ _____ City Resident School Resident Non School Res

MP Hrs: _____ hrs x \$ _____ /hr = \$ _____ 6RUACC \$15/hr 6RUACS \$15/hr 6RUACN \$20/hr

Gym Hrs: _____ hrs x \$ _____ /hr = \$ _____ 6RRENC \$45/hr 6RRENS \$45/hr 6RRENN \$65/hr
\$30/hr \$30/hr \$30/hr
\$25/hr \$25/hr \$25/hr

Payment 1 (minimum \$25) \$ _____ Date _____ Check # _____ Batch _____ Balance \$ _____

Payment 2 \$ _____ Date _____ Check # _____ Batch _____ Balance \$ _____

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 5 regarding indemnification 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 the licensee 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 Licensee 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 Licensee's responsibility to notify the Recreation Department **IMMEDIATELY**.
2. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate. 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. The Recreation Department does not follow the school closings. City of Saratoga Springs facilities are usually open, regardless of inclement weather.
3. **CLEANING AND DAMAGES:** Licensee will be responsible for leaving the facility in a reasonably tidy condition. At the end of the rental, Licensee shall wipe down all tables, chairs, and counters, sweep the floors, throw away all garbage, and put away all chairs and tables. The Licensee 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.
4. **ALCOHOLIC BEVERGES AND TOBACCO:** No alcoholic beverages are allowed on City grounds. 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 on the premises the Recreation Department has the right to suspend use of the facility by Licensee.
5. **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 attendee and/or guest, and, 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, attendees, attendees' guest, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.
6. **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 court rental.
 - a. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
 - b. 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.
 - c. Medical staff and Emergency First Aid Treatment are NOT provided by the City.
 - d. No vehicle belonging to Licensee 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.
 - e. No open flames, balloons, confetti or use of rice shall be allowed on the premises.
 - f. Licensor reserves the right to reschedule Licensee 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. Nothing shall be attached to or hung from the interior or exterior of any building without prior written approval of the City.
 - h. Please note the Spray Fountains and playgrounds are open to the public and will not be exclusive to the Licensee rental.
7. **Payment 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. Licensees must make at least at \$25 deposit upon reserving the date. The Final Balance is due upon arrival, before the party begins. Nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. Check should be made payable to Commissioner of Finance and sent to: Saratoga Springs Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See Attachment A Recreation Department Fees for a list fees.

This Revocable License Agreement can be revoked by the City for any violation of it's 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: _____