

Skip Scirocco
Commissioner

Joseph J. O'Neill III
Deputy Commissioner



City of Saratoga Springs
Office of Commissioner of Public Works
City Hall
5 Lake Ave
Saratoga Springs, NY 12866
Telephone (518) 587-3550 extension 2555

AGREEMENT FOR THE USE OF CONGRESS PARK CAROUSEL

This Agreement will serve as a confirmation for the use of Congress Park Carousel on _____
from _____ to _____ by _____ residing at _____

Activities involved with the event include the following: _____

The Carousel is available for rental at a fee of fifty dollars (\$50.00) for a **fifteen (15) minute time period**. Additional fifteen (15) minute increments may be leased at a rate of fifty dollars (\$50.00) when available. During the rental period, the Lessee shall have the exclusive right to use the Carousel in any manner that the general public shall ordinarily use it during normal operating hours. Extraordinary use of the Carousel, including but not limited to commercial promotions, film making and public demonstrations, are not covered by this agreement. **Checks must be made payable to the Commissioner of Finance**

Indemnification:

The Lessee shall indemnify and hold harmless the City of Saratoga Springs and its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to attorneys' fees), arising out of or resulting from the use of the Carousel, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Lessee, its agents or guests.

Terms and Conditions:

This agreement shall expire _____ minutes from the start of the time period indicated above within this agreement. The Lessee shall be financially responsible for any and all damages to the Carousel that results from its use of the facility including property damage, structural damage, and personal injury by Lessee, its employees, agents, licensees or guests which occur in the course of Lessee's use of Carousel during the contracted time period. No food or beverages may be served inside the Carousel at any time.

The Lessee understands that the Carousel is an irreplaceable artifact of historical significance. Any conduct on the part of the Lessee, its Agents, Employees and/or guests that threatens to damage the Carousel in any manner shall result in the immediate termination of this rental agreement.

Payment under this agreement shall be made in full by the Lessee at the time that this agreement is submitted to the Department of Public Works for review. The Lessee may cancel this agreement at no cost up to forty-eight (48) hours prior to the rental period. NO REFUNDS will be given on any cancellation less than forty-eight (48) hours to the time of the event.

The Carousel is s SMOKE FREE BUILDING. Smoking within the Carousel is strictly prohibited. In addition, there shall be no smoking within a twenty- (20) feet perimeter of the building.

Please sign and return this contract to: Department of Public Works, 5 Lake Avenue, Saratoga Springs, NY 12866. PLEASE MAKE CHECKS PAYABLE TO THE COMM. OF FINANCE.

Signature _____
Address _____

Printed Name _____
Telephone _____
Date _____