



Rental Agreement – Crawford Park – Town of Rye

Event Scheduling Form

6325

Print

Phone: 914-939-3075 ext. 100

Fax: 914-939-1465

AP Form

Event Date: Sunday, July 03, 2016

Event Time: 10:00 AM To 8:00 PM

Number Guests: 150

Description: Family Soccer Games Fundraiser

Name/Org: Club Union Tauria Inc/ Christina Flores

Email: christinaflores528@gmail.com

Address: 110 North Main Street

City: Port Chester NY 10573

Tel#: Cell#: (914) 563-3208

Security Dep due w/contract: \$250.00

Full payment due before: 6/3/2016

Full Payment due: \$640.00

Special Request:

Alcohol Permit & Park Security Required.

Mansion Tables
 Chairs Bridal Room
 Ball-field Soccer-field
 Pavilion Grills
 Fields are \$30.00 per hour
 Private Non-Profit

Office Use Only

Dep Check/DL #:

Deposit Check Amount: \$0.00

Rec'd Date: Payment Check #:

Payment Check Amount: \$0.00

Payment Rec'd Date: Date Entered: Sent to Fac:

Town Of Rye Licensing Agreement - Terms and Conditions

It is the policy of the Town of Rye that facility licenses are for the purpose of providing the use of Town owned facilities to the residents and non-profit organizations located within the Town of Rye (the "Town"). Commercial use of facilities is strongly discouraged and is not otherwise allowed unless previously requested and permission is granted, on a case by case basis and within the sole and absolute discretion of the Town, in writing. Reservations are taken on a first come, first served basis and secured upon receipt of the security deposit, which is refundable in full upon full compliance with the terms and conditions of this license agreement. All cancellations shall be made no less than two (2) weeks prior to the event. In the event that the licensee cancels the event less than two weeks prior to the date of the event, the security deposit will be deemed non-refundable and will not be returned.

LICENSEE agrees that the following Rules for the event, set forth below, shall be strictly complied with by the Licensee and by his employees, agents and guests:

Licensee shall be responsible for any and all damages and losses to the premises or property of the Town during the event to the extent caused by the Licensee or any of the Licensee's employees, agents, guests or other persons attending the event.

Licensee shall be responsible for the conduct of the patrons in their party.

Young children should never be left unattended at any time.

If alcoholic beverages are to be served on Town premises, the Town requires that the Licensee obtain a separate Alcohol Use Permit. Alcohol may be served and consumed in the Mansion and Pavilion areas only. Alcohol may not be served, or consumed, on the playing fields, or in any other area within Crawford Park, other than the Mansion and Pavilion areas. Licensee shall not serve alcoholic beverages or any controlled substance to any person who appears to be intoxicated, or in imminent danger of intoxication. Licensee shall not serve, or allow to be served, alcoholic beverages to any person who is not of legal drinking age.

If any guest, agent or employee of licensee is or appears to be intoxicated; licensee shall endeavor to furnish a safe means of transport away from Town property to such intoxicated person.

***If alcohol is brought into the event or served without the alcohol permit and police officer, the following would be enforced:**

- The person or company scheduling the event would be held responsible.
- The Rye Brook Police Department would be called immediately and the event would be shut down.
- The deposit for the event would not be returned.
- The fee for the event would not be refunded.
- The person or company holding the event would be prohibited from the use of the Crawford facilities for a period of five years;

- A. Any group licensing any facility within Crawford Park must provide a certificate of insurance, acceptable to the Town, in the amount of two million dollars (\$2 million) naming the Town as an additional insured with respect to its event. Specific liquor liability insurance must be provided
- B. Licensee shall be responsible for general clean up of the facility. Renter shall remove all personal property from the facility at the time of clean up including placement of all unconsumed food and beverages, garbage, and decorative items into the receptacles provided. Renter is also responsible for kitchen clean-up, if applicable. Town staff will set up and remove tables and chairs, remove garbage, and clean general area and floors. If required, an additional fee of \$50.00 per person-hour will be charged to clean the facility and deducted from your security deposit. In the event the cost of clean-up exceeds the amount of the security deposit, Licensee agrees to promptly furnish the remaining balance upon demand.
- C. Parking is limited to designated parking areas only. Licensee and their guests agrees to comply with any parking directions or instructions provided by park staff.
- D. Licensee agrees not to conduct or permit any gambling or games of chance on Town property without the expressed written consent of Town of Rye.
- E. The Town of Rye, its agents, employees and elected officials shall not be liable for any damage to person or property by reason of the negligent acts of License, its agents, employees or guests. Licensee understands and agrees that the Town will not provide any chaperone or supervisory services with respect to the activities of any function. Renter accepts all responsibility for and agrees to indemnify and hold harmless Town of Rye and its employees, agents, and elected officials from all claims, liabilities, or lawsuits arising out of injury to person or property from negligent acts of licensee, its agents, employees or guests. Licensee shall pay all reasonable attorney fees, costs and expenses of the Town and its counsel in connection with any matter arising from, under, or in connection with this Agreement, including the enforcement thereof.
- F. RENTER shall vacate the premises promptly at the closing hour indicated in this Agreement, or sooner, if deemed necessary in the sole and absolute discretion of the Town or law enforcement authority. Excused Non-Performance: If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, park operation, commodities or supplies, acts of war or acts of God, the Town is unable to perform its obligations under this Agreement, such non-performance is excused and the Town may terminate this Agreement without further liability of any nature, upon return of the Licensee's deposit. Licensee agrees and accepts that in no event will the Town be liable for consequential damages of any nature for any reason whatsoever.

Licensee further agrees to comply with, adhere to, and follow the following Rental Guidelines, Policies, and Procedures:

- No person shall remove any equipment or flora from Crawford Park.
- No person shall display any banner or sign, except those approved in writing by the Town.
- No person shall affix any items to the premises, including, but not limited to, by the use of scotch tape, nails, pushpins or other fasteners, except into designated strips.
- No person shall discard any trash, cinders, garbage, or other debris on the ground. All debris is to be discarded in the receptacles provided.
- No person shall offer any article for sale, unless specifically approved, in writing, by the Town of Rye.
- No person shall erect any structure to hold a meeting or perform a ceremony, unless specifically approved by the Town in writing. (tents, cupolas, pens, warrens, inflatable toys, etc.)
- No person shall post any notice or distribute any literature, unless specifically approved by the Town of Rye.
- No animal shall be allowed in any area of this facility except as specifically insured and authorized.
- No person shall start a fire in any area other than the picnic grills provided. Ashes and cinders are to be discarded in an appropriate manner, as directed by park staff, and not dumped on the ground.
- Smoking is not permitted within Crawford Mansion or under Pavilion.
- No person shall make, continue, cause or permit to be made, any unreasonable noise. Licensees are asked to recognize that Crawford Park is surrounded by residential neighborhoods and to consider the quality of life concerns of residents in playing and amplifying music and other sounds. In the event of unreasonable noise, licensees are advised that the Town or residents may notify the Police.
- A copy of an approved agreement must be presented upon request.
- This Agreement shall be governed by and interpreted under the laws of the State of New York, without regard to principles of conflict of laws. The parties consent to the sole and exclusive jurisdiction of the State and Federal courts sitting in the State of New York, County of Westchester with respect to the hearing and determination of any legal action proceeding arising from, under or connection with this Agreement or the enforcement thereof.

Any requests relating to the enforcement of these rules, including exceptions to these rules, must be made in writing to:

Town of Rye - Attn: Bishop Nowotnik

Confidential Secretary to the Town Supervisor , 222 Grace Church Street, Suite 302, Port Chester, NY 10573

I, _____, Renter, agree to the conditions and terms set forth above regarding the rental of Crawford Park Mansion, Pavilion and other facilities at Crawford Park.