VILLAGE OF ELBRIDGE PARKS AND RECREATION DEPARTMENT
PAVILION RESERVATION APPLICATION

DATE OF RESERVATION: _____ APPROXIMATE NUMBER IN GROUP: _____

****PLEASE NOTE**NO GROUPS ARE ALLOWED ACCESS TO PICNIC FACILITIES BEFORE 10:00AM.**
PARK CLOSES AT DUSK

ARRIVAL TIME:_____ DEPARTURE TIME: _____

NAME OF GROUP/RESPONSIBLE PERSON _____

ADDRESS: _____ PHONE: _____ / _____

(RESPONSIBLE PERSON MUST BE ON SITE DURING TIME LISTED ABOVE)

ACTIVITY PLANNED: **PICNIC REUION WEDDING/RECEPTION PARTY OTHER:** _____

WILL YOU BE HAVING A BAND OR DJ? YES / NO
NAME:_____
ADDRESS:_____
PHONE:_____

WILL THIS ACTIVITY HAVE A CATERER? YES / NO
NAME:_____
ADDRESS:_____
PHONE:_____

SOFTBALL FIELD NUMBER: _____ TIMES:_____ (2 HOURS ALLOWED)

WILL THERE BE ALCOHOLIC BEVERAGES YES / NO (SEE GUIDELINES)

A **DAMAGE DEPOSIT** in the amount of **$100.00** (payable by check only) is required for each reservation. If there are charges against your damage deposit, you will be notified by telephone, your check will be deposited, you will be provided with an itemized list of damages and billed for any balance due. If there are no charges, you are welcome to pick up your deposit two business days after your reserved date.

I hereby acknowledge that I have read, understand and agree to comply with the enclosed terms and conditions. I further verify that I am 21 years of age or older and assume responsibility for the actions of the above group. I understand the Village of Elbridge is providing the above listed group with use of the designated picnic shelter so long as park policies are obeyed.

_____ _____
GROUP / RESPONSIBLE PERSON SIGNATURE **PARK REPRESENTATIVE'S SIGNATURE**

DATE: _____ **DATE:** _____

*****OFFICE USE ONLY*****

DAMAGE DEPOSIT
CHECK NUMBER _____ **AMOUNT** _____ **DATE PAID** _____

COMPLIANCE & INDEMNIFICATION AGREEMENT FILED? YES / NO

REST ROOM KEY # _____ **RESPONSIBLE PERSON SIGNATURE** _____

DATE _____ **CLERK** _____

DAMAGE DEPOSIT CHECK LIST

This is the form that the Park Attendant on duty the day of your event will complete at your "Check Out". It will then be given to the Parks & Recreation Department staff, and used to ascertain applicable charges, if any.

* Was all trash taken off property, tables, ground free from debris? YES _____ NO _____
* If the group rearranged any tables, did they move them back? YES _____ NO _____
* Were any coals dumped on the ground? YES _____ NO _____
* Did the group leave any car ruts in the grass? YES _____ NO _____
* Were the picnic tables cleaned of all debris, spills, etc.? YES _____ NO _____
* If the group put up signs, were they taken down? YES _____ NO _____

Did the group leave the park by closing time? YES _____ NO _____

If NO, what time did they vacate? _____

Any other problems, comments, etc.: _____

_____

_____

_____ _____

Park Attendant's Signature Responsible Person's Signature

FEES

LATE FEE: If a group leaves after the park's designated closing time, they will be charged **$8.00 per hour** against their Damage Deposit, regardless of whether it is 5 minutes or 55 minutes (Caterer Included).

CLEAN UP / DAMAGE FEE: A **$16.00** per hour clean-up charge will be assessed against the Damage Deposit if a group leaves trash on tables or ground, moves or rearranges picnic tables and does not move them back to their original positions, dumps coals on the ground, drives a vehicle on the grass and leaves a rut(s), etc. If something is **damaged**, the group will be charged the replacement/repair cost.

_____

_____

*****OFFICE USE ONLY*****

DAMAGE DEPOSIT RETURNED_____ **REST ROOM KEY # RETURNED** _____

CHARGES (IF ANY) _____

_____

RESPONSIBLE PERSON SIGNATURE _____

CLERK _____

COMPLIANCE AND IDEMNIFICATION AGREEMENT

Date: _____
Parties: _____ ("Responsible Person", also referred to as "me", "I", or "my")
Address: _____
City, State, Zip: _____

VILLAGE OF ELBRIDGE (hereto referred to as "Village")
210 West Main Street
PO Box 267
Elbridge, NY 13060-0267

I acknowledge that I am the designated "Responsible Person" for the Group named in the attached Village of Elbridge Parks and Recreation Department Pavilion Reservation application. In consideration of the Village's permission for my Group to use the Village Park facilities, I agree to the following terms and conditions:

1. I have read the attached Village of Elbridge Parks and Recreation Department Pavilion Reservation application as well as the Village of Elbridge Park Rules and the Village of Elbridge Damage Deposit Fees included within, I agree that all such terms and conditions apply to the use of the Village Park by my Group, and that my Group will abide by all such rules.

2. I agree to assume full responsibility for the conduct of all persons in my group upon Village property during my Group's use of the Park facilities. I acknowledge that the Village is not a sponsor, organizer or supervisor of my Group's event and that the Village is merely granting a license for the use of its Park facilities.

3. I am aware that New York State Law prohibits the serving of alcohol to anyone under the age of 21. I agree to be responsible for ensuring compliance with this law during my Group's use of the Park's facilities. I also agree to monitor the event and ensure that no alcohol is consumed by a visible intoxicated person, nor by anyone who will be driving a motor vehicle following my Group's event.

4. I agree that the "Alcohol Beverage Limitations" listed on the Village of Elbridge Park Rules are merely the maximum amounts of alcoholic beverages allowed on the Park premises during my Group's event. I acknowledge that theses limits are not to be construed as endorsing the consumption of alcohol, nor in any way to suggest a 'safe' level of consumption for any group or individual, nor to suggest that there is any 'safe' level of alcohol consumption.

5. I agree to fully hold harmless and indemnify the Village and all of its officers, agents and employees from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with any unlawful, tortuous and/or dangerous act or omission by any member of my party (other than Village officers or agents), upon the Village Park property during my Group's event, and/or arising out of or occurring in connection with any violation of the terms of this Agreement (including the terms and conditions in the documents included hereto) and/or arising out of or occurring in connection with the consumption of alcohol by any member of my party upon the Village's property as a result of my Group's event.

6. I shall, at my own cost and expense, defend any and all actions or suits which may be brought against the Village or any of its offers, agents or employees or in which the Village or its officers, agents or employees may be imp leaded with others upon any such claim referred to in the preceding paragraph. In the event of my failure to so defend the Village of Elbridge, at its option, may at my cost and expense and upon prior written notice to me, defend any and all such actions or suits. I shall satisfy, pay and discharge any/all judgments that may be recovered against the Village or any of its officers, agents or employees in any such suit or action which may be brought against the Village, it's officers, agents or employees or in which the Village or any of its officers, agents or employees may be imp leaded with others based upon any such claim. I shall pay the reasonable costs of any such defense of any such claim including, but no limited to, the Village's attorney's fees. My obligations hereunder shall not be deemed waived, limited or discharged by the procurement of any insurance for liability or damages of the type described herein.

7. I acknowledge that I have received the following documents, included with the Pavilion Reservation Application:

Village of Elbridge Park Rules
Damage Deposit Checklist
Compliance and Indemnification Agreement

I herby acknowledge and agree that the Village of Elbridge, as owner of the premises, has no duty to keep the premises safe for entry used by myself, our group and all other lawful invitees for recreational purposes of any kind whatsoever and further agree, that the Village of Elbridge does not extend any assurance that the premises are safe for any given purpose and has no duty of care; and that I and our group and their lawful invitees assume responsibility and assume dangers associated with the activities in which we are going to engage and assume the risks thereof, and assume responsibility for any liability for injury to person or property of persons to whom permission is granted and that this agreement shall not be limited to the activities prescribed in Section 9-103 of the General Obligations Law of the State of New York.

GROUP/RESPONSIBLE PERSON

_____
(Print or Type Name)

_____
(Signature)

VILLAGE OF ELBRIDGE

_____
(Print or Type Name)

_____
(Signature)

VILLAGE OF ELBRIDGE PARK RULES

1. PARK CLOSES AT DUSK
2. DOGS MUST BE ON A LEASH, UNDER PATRON'S CONTROL, AT ALL TIMES! VILLAGE ORDINANCE!
3. ALCOHOL IS ALLOWED IN PICNIC SHELTERS ONLY. ANYTHING OVER A SIX-PACK OF BEER MUST BE APPROVED BY THE PARKS AND RECREATION DEPARTMENT.
4. PLEASE OBSERVE SPEED LIMIT SIGNS AND WATCH FOR PEDESTRIANS AND BIKES.
5. SNOWMOBILES, MINIBIKES AND ALL-TERRAIN VEHICLES ARE NOT ALLLOWED ON PARK PROPERTY EXCEPT IN DESIGNATED AREAS.
6. NO OVERNIGHT CAMPING.
7. SOLICITING IS PROHIBITED.
8. PARKING IS ALLOWED IN DESIGNATED AREAS ONLY.
9. TOBACCO FREE ZONE NO SMOKING ALLOWED!
10. NO OPEN FIRES ALLOWED.
11. HUNTING AND TRAPPING ARE NOT ALLOWED IN THE PARK.
12. PLEASE DISPOSE OF GARBAGE IN DESIGNATED RECEPTACLES. THANK YOU! (PAVILION RESERVATIONISTS-USE CARRY IN CARRY OUT RULE)
13. NO LOUD MUSIC-PLEASE BE COURTEOUS OF OTHER PATRONS AND STAFF.
14. VEHICLES ON ROADWAYS ONLY. PATRONS MAY NOT DRIVE ON THE GRASS.
15. THE PLAYING AND PRACTICING OF GOLF (INCLUDING THE HITTING OR DRIVING OF GOLF BALLS) IS PROHIBITED IN THE PARK.
16. PICNIC SHELTERS MAY BE RESERVED ON A FIRST COME, FIRST SERVED BASIS BY VISITING THE VILLAGE OFFICE DURING BUSINESS HOURS.
17. SLEDDING IS ALLOWED ONLY IN DESIGNATED AREA, AND ONLY DURING DAYLIGHT HOURS.
18. HANG GLIDING IS PROHIBITED.

VILLAGE OF ELBRIDGE 689-3404

BUSINESS HOURS MONDAY-FRIDAY 8:00 AM – 4:00 PM YEAR ROUND