



REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS RECREATION CENTER

IMPORTANT: If requesting a TOURNAMENT- complete tournament request form prior to completing this form.

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 (see section 2 for details)
- Provide Certificate of Insurance (see section 9 and attachment A for details)
- Make check payable to "Commissioner of Finance" (see section 11 and attachment B for details)

This License Agreement, dated the _____ day of _____, 2015, 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
Is the Licensee or Organization in the Saratoga School District: YES NO

This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property. The provisions of sections 8 and 9, 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.

- 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, and NY State Department of Health and they shall be liable for all damages from the activities.
- SCHEDULE REQUEST:** Additional information such as schedules must be in writing. 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. In the event an incident occurs it is the Licensee's responsibility to notify the Recreation Department IMMEDIATELY.

Purpose and full description of Use: _____

Primary Contact Person's Name: _____ Address: _____

Phone Numbers: (Primary) _____ (Secondary) _____ E-mail: _____

Scheduler's Contact Person's Name: _____ Address: _____

Phone Numbers: (Primary) _____ (Secondary) _____ E-mail: _____

Billing Contact Person's Name: _____ Address: _____

Phone Numbers: (Primary) _____ (Secondary) _____ E-mail: _____

List below or attach your requested dates, hours, # of Courts, Kitchen, etc. Specify tournaments, games, practices if possible:

3. **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. 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. City of Saratoga Springs facilities are usually open, regardless of inclement weather.
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 scheduled 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:** Nothing shall be attached to or hung from the interior or exterior of any building without prior written approval of the City. 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.
7. **ALCOHOLIC BEVERAGES 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.
8. **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.
9. **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: Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, 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. See Attachment A for an example of an acceptable certificate of insurance.
10. **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 court 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. Licensee will be responsible for leaving the courts and rooms in a reasonably tidy condition. The organization 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.

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.

11. 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. New licensees must make a \$250 or at least a 10% deposit prior to the first scheduled time. Nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. The City will forward an itemized invoice to the Licensee each month 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 invoice is paid in full. A copy of all invoices and a check payable to Commissioner of Finance should be sent to: Saratoga Springs Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See Attachment B Recreation Department Fees for a list of all ice rink fees.

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: _____

TO BE COMPLETED BY CITY PERSONNEL

Insurance Attached: ___ YES ___ NO

Deposit: ___ YES ___ NO

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

Schedule Included: ___ YES ___ NO

Fee Charged:

Recreation Department Personnel: Signature: _____ Date: _____



CITY'S INSURANCE REQUIREMENTS CERTIFICATE OF LIABILITY INSURANCE

OP ID: NW
DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURED YOUR ORGANIZATION'S INFO HERE	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

City of Saratoga Springs is an Additional Insured on a primary and noncontributory basis as required by written Contract. Attach CG 20/26 to this form.

CERTIFICATE HOLDER CITY SARATOGA SPRINGS OFFICE RISK AND SAFETY 474 BROADWAY SARATOGA SPRINGS, NY 12866	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2011 REQUIREMENT

RECREATION DEPARTMENT FEES - 2015: 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.

DESCRIPTION	FEES
<u>Junior Court Rental Per Hour</u>	
City Residents / Not-for-Profits Inside the School District	\$ 45.00
School District Residents / Not-for-Profits Outside the School District	\$ 45.00
Non School District Residents & For Profit Organizations	\$ 65.00
<u>Collegiate Court Rental Per Hour</u>	
City Residents / Not-for-Profits Inside the School District	\$ 75.00
School District Residents / Not-for-Profits Outside the School District	\$ 75.00
Non School District Residents & For Profit Organizations	\$ 95.00
<u>Specialty Hourly Rate</u>	\$ 25.00
To apply for the special hourly rate submit request to the recreation department	
<u>Junior Court Lag Rates</u>	
Monday-Friday 8am-2:30pm, Non Vacation/Non Holiday Rate per Hour	\$ 25.00
Practices: March 1 - June 30 non tournament/non game/non scrimmage no setup/take down	\$ 30.00
Practices: July 1-Oct. 31 non tournament/non game/non scrimmage no setup/take down	\$ 25.00
<u>Rental Set Up/Take Down Fee-</u> per hour / per court as necessary	
City Residents / Not-for-Profits Inside the School District	\$ 25.00
School District Residents / Not-for-Profits Outside the School District	\$ 25.00
Non School District Residents & For Profit Organizations	\$ 25.00
*Applies if rental requires set or take down	
<u>Kitchen / Concession Rental Per Hour</u>	
City Residents / Not-for-Profits Inside the School District	\$ 15.00
School District Residents / Not-for-Profits Outside the School District	\$ 15.00
Non School District Residents & For Profit Organizations	\$ 20.00
*Requires Rental of Multipurpose room. See rates below.	
*Max cost \$75 per day or \$100 per day	
<u>Multipurpose/Game Room/Racquetball Rental Per Hour</u>	
City Residents / Not-for-Profits Inside the School District	\$ 15.00
School District Residents / Not-for-Profits Outside the School District	\$ 15.00
Non School District Residents & For Profit Organizations	\$ 20.00
<u>Maintenance Fee</u>	
City Residents / Not-for-Profits Inside the School District	\$ 25.00
School District Residents / Not-for-Profits Outside the School District	\$ 25.00
Non School District Residents & For Profit Organizations	\$ 25.00

*Applies if rental requires excessive clean up

Attachment B- Recreation Department Fees

Batting Cages per hour

City Residents / Not-for-Profits Inside the School District	\$ 55.00
School District Residents / Not-for-Profits Outside the School District	\$ 55.00
Non School District Residents & For Profit Organizations	\$ 75.00

*The fee includes the use of 1 junior court

Tournament Fee

Per Junior High Court	\$ 1,000.00
Per Collegiate Court (2 Junior High Courts)	\$ 2,000.00
4 Junior Courts (Whole Gym), Kitchen, Multipurpose Room, and Game Room	\$ 4,000.00

*Fee includes starting Saturday morning and ending Sunday Evening. Times and days are negotiable

*Fee includes scoreboards, player/coach chairs and tables

*Overtime Fee per hour- Charged if scheduled more than 14 consecutive hours \$ 45.00

Tournament Payment Schedule

Non Refundable Deposit with Signed License Agreement- or 25% of total bill	\$ 250.00
Returned Check	\$ 25.00

Final Balance due upon arrival, before function begins

All additional required documents must be submitted two weeks prior

Space will not be held until a signed license agreement has been submitted with your non refundable deposit

Please submit schedule in writing to recreservations@saratoga-springs.org

Checks should be made payable to Commissioner of Finance and returned to:

Saratoga Springs Recreation Center, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866

Special Events

\$ Varies

Craft shows, flea markets, etc...Rate is based on Contractual Agreement

Special Notes:

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 - 2014: 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

Late Payment Fees - For payments received more than 30 days after billing date \$ 25.00