

#### REVOCABLE LICENSE FOR USE OF CITY OF SARATOGA SPRINGS FIELDS

**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 Sarat	License oga :	e Agreen Springs,	nent, 474	dated the Broadway,	day of Saratoga	Springs,	New	, 2015, York, 1	is entere 2866 (h	d into b ereinafte	petween the City of er "City") and
				ollectively, her	(along wi	ith any m	ember of	f Licensee	's group,	membe	ers, officers, agents,
empic	oyees,	or any gu	est, co	ollectively, her	emanter Lice	nsee ), wr	io nereby	agree as	ioliows:		
Licer	nsee C	rganiza	tion/	Group Name	e:						
Addr	ess:_										
Prim	ary Co	ntact:_						,	Title:		
Prim	ary Nu	ımber:_				E-Mail	:				
Proo	f Resi	dency:		he Licensee oi he Licensee oi	r Organization r Organization	in the City in the Sar	y of Sarato atoga Sch	oga Spring nool Distric	s: YE t: YE	S NO	
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	Purp	ose and fu	ıll desc	ription of Use:_							
	Sele	ct all FIEL	DS req		Recreation Ce Veterans Mem						West Side Rec
	Prim	ary Conta	ct Pers	on's Name:			Addres	ss:			
	Sche	duler's Co	ontact F	Person's Name:	:		Addres	ss:			
	Billin	a Contact	Persor	n's Name:			Address	3:			
	Phor	e Numbe	rs: (Prir	mary)	(Sec	ondary)			_ E-mail:_		
	List b	elow or a	ttach yo	our requested of	dates and hours	and prefe	rred fields.	Specify tou	ırnaments,	games, p	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. The City shall decide whether or not the field is playable in inclement weather. Failure to honor any field closure is subject to a revoking of the Licensee's field usage and removal from the premises. 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. Licensee shall notify the Recreation Department within 48 hrs of any cancellation due to inclement weather.
- 4. <u>TIMES AND DATES</u>: Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment from the fields. A game or practice slot for baseball/softball will be considered 2 ½ hours. If you need a longer time slot, a request in writing must be submitted. If a game runs longer than 2 ½ hours from its scheduled start time, a team will stop the game/practice at its scheduled.
- 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:** 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. Nothing shall be attached to, or hung from, the interior or exterior of any building or fencing without prior written approval of the City.
- 7. ALCOHOLIC BEVERGES AND TOBACCO: No alcoholic beverages are allowed on City. 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 in the dugouts and/or 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.
- 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. Licensee requesting the use of East Side or West Side Recreation Park must also provide a Certificate of Insurance naming the Saratoga Springs School District as an Additional Insured that meets the same requirements as described above. The Certificate naming the Saratoga Springs School District as an Additional Insured on a primary and noncontributory basis provided by endorsement in the form of CG20, CG26 or their equivalent should be addressed to the Business Manager, Saratoga Springs School District, Three Blue Streak Boulevard, Saratoga Springs, NY 12866. See exhibit A for examples of accepted Insurance Certificates naming the City of Saratoga Springs and the Saratoga Springs School District additional insured. See Attachment A for examples of acceptable certificate of insurance (4 pages).
- 10. **SPECIAL CONDITIONS:** All posted Park 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 field 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. The licensee must follow the City's public address policy.

- f. Licensor reserves the right to reschedule field 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. Organizations will be responsible leaving the fields and dugouts in a reasonably tidy condition. The organization renting the field 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. All organizations except the City School District and Recreation Department sponsored programs will be responsible for lining fields on weekends. If event is out of the normal playing season DPW only lines fields when able, Licensee is responsible otherwise.
- i. Licensee shall be responsible for purchase of sport activity equipment including bases, soccer goals, etc. These equipment purchases must be pre-approved by the Recreation Department.
- 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. Please note that nonpayment of any fee, cost or change shall result in the immediate termination of this agreement. New Licensees must make their initial payment prior to the first schedule time. 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. Checks should be made payable to Commissioner of Finance and returned to: Saratoga Springs Recreation Department, 15 Vanderbilt Avenue, Saratoga Springs, NY 12866. See attachment B Recreation Department Fees for a list of all field 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 AGENT	rs:					
OF LICENSOR: Mayor:						
OF LICENSEE: Licensee Signature:					Date:	
Print Name:			Title	e:		
		TO BE C	COMPLETED BY CITY	PERSONNEL		
Insurance Attached:	YES	NO				
Deposit:	YES	NO				
If yes: Amount	Check #	(wri	rite cash if paid in Cash)	Batch #		
Schedule Included:	YES	NO				
Fee Charged:						

Recreation Department Personnel: Signature: \_\_\_

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City of Jaratogu Springs is an Additional Insured on a primary and noncontributory basis as required by wintern Contract. Attach C625/26 to this form

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CITY SARATOSA SPRINGS OFFICE RISK AND SAFETY 474 BROADWAY SARATOSA SPRINGS,NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2009/09)

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JOH REDUIREMEN

\* For Use of East and West Recreation Complexes Only \*

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SOLI REQUIREMENT

- CG 20/2L FORM =

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **NEW YORK POLICY CHANGES**

Insured's Name:

**Endorsement Effective Date:** 

**Policy Number** 

Endorsement Number:

Coverage Parts Affected: General Liability

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured:

The following item(s):

Insured's Name

Insured's Mailing Address

**Policy Number** 

Payment Plan

Effective/Expiration Date

Premium Determination

X Additional Insured

Rates

X Coverage Forms and Endorsements

Limits/Exposures

**Deductibles** Classification/Class Codes

Covered Properly/Location Description

Description of Covered Premise, Location, Auto, Equipment

Auto Addition/Deletion

Property, Equipment Addition/Deletion

in consideration of a no change in premium, it is hereby understood and agreed:

Form CG 20 26 (11/85) TIS, "Additional Insured - Designated Person or Organization, is added as per the attached and now forms a pert of the policy.

All other terms and conditions remain unchanged.

The above amendments result in a change in the premium as follows:

χ No Changes

To Be Adjusted at Audit

Additional Premium

Return Premium

IL 12 01 11 85 TIS NY

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-> C6 20/26 FORM←

#### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Saraloga Springs City School District, NY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85 TIS

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# **RECREATION DEPARTMENT FEES - 2015: Field User Agreement Fees**

### Field/Facilities in this Rate Fee Include

East Side, West Side, South Side, North Side Fields, Veteran's Memorial Park, Geyser Park
All practice and game schedules must be submitted to the recreation department prior to using any field/facility

DESCRIPTION		F	EES
Field Use Fee			
Includes Practices and Game	es		
Small Fields- East & West S	Side: Major, Minor, Tee ball and Bantam; Veterans Memorial Softball Fields		
Hourly Rate:	School District User Group	\$	2.00
	Non School District User Group/Adult/Business/For-Profit	\$	5.00
Tournament Fee: Games will be scheduled in 2h	Per Day per Site Fee ar blocks unless organizations arrange otherwise with Rec Dept. in writing.	\$ 1	125.00
Large Fields- East Side: Jim I	King, Big Baseball, Football; West Big Field, Veterans Memorial Baseball Field		
Hourly Rate:	School District User Group	\$	15.00
	Non School District User Group/Adult/Business/For-Profit	\$	20.00
Pop Warner will be charged at	Per Day per Site de the Saratoga Springs City School district pay small field Non school district rate the Small field School District rate for use of Jim King field 1/2hr blocks unless organizations arrange otherwise with Rec Dept. in writing.	\$ ^	175.00
Other Fields- Depending on the IE North Side Soccer or Lacross	he program request, other field locations will be categorized as a Small Field or Large Field. se.	\$ \	√aries
Additional Fees			
Light Fee per game/praction	ce (2 1/2 hour limit)	\$	50.00
DPW Overtime Set-up Fee	е	\$	45.00
Port-A-John Tournament F	Fee-min. one per site required	\$	45.00
Surcharge Fee added if O	rganizations do not Clean up after games/practices	\$	50.00
"No Show Fee" must be pa	aid within 5 business days	\$	50.00
Field Rental Fees for C	Camp Programs		
For Profit Organizations for	or five weekdays fee	\$ 3	325.00
Not-For-Profit Organization	ns for five weekdays fee	\$ 2	200.00
<b>Tennis and Court Rent</b>	tal Fee		
1 court per hour		\$	10.00
Payment Schedule			
Initial Fee shall be paid with sign	ned user agreement before a schedule is accepted. New groups shall pay in full prior to use.		
Returning User groups will be bi	illed any balances at the end of each season. Groups that do not make payment promptly w	ill b	e billed
and payments will be due all up	front before the season begins until they are deemed in good standing.		
Additional Fees must be Pre-Pa	id before field/facility usage.		
Hourly Overtime charge must be	e paid within 5 business days	\$	15.00
Returned check fee		\$	25.00
The Saratoga Springs City Schothey owned the fields.	ool District Teams will not be charged for field usage on East & West Side Fields due to the f	act t	hat

For payments received more than 30days after billing date

Late Payment Fees

\$ 25.00